

# City of Redmond



**Redmond**  
WASHINGTON

## Agenda

**Business Meeting**

**Tuesday, March 3, 2026**

**7:00 PM**

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Melissa Stuart, President*

*Angie Nuevacamina, Vice President*

*Jessica Forsythe*

*Vanessa Kritzer*

*Sayna Parsi*

*Vivek Prakriya*

*Menka Soni*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **AGENDA**

### **ROLL CALL**

#### **I. SPECIAL ORDERS OF THE DAY**

- A. PRESENTATION: Bellwether's Prisma Project
- B. City of Redmond Automated License Reader Statement

#### **II. ITEMS FROM THE AUDIENCE**

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

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

#### **III. CONSENT AGENDA**

##### **A. Consent Agenda**

- 1. Approval of the Minutes: February 17, 2026, Regular Meeting and January 31, 2026, Special Meeting (recording for the regular meeting is available at Redmond.gov/rctv)

[Special Meeting Minutes for January 31, 2026](#)

[Regular Meeting Minutes for February 17, 2026](#)

- 2. Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Check Approval Register, January 30, 2026](#)

[Check Approval Register, March 3, 2026](#)

- 3. [AM No. 26-029](#) Adoption of the 2027-2028 Council Budget Calendar  
*Department: Finance*

[Attachment A: 2027-2028 Council Budget Calendar](#)

**Legislative History**

2/10/26      Committee of the Whole -      referred to the City Council  
Finance, Administration,  
and Communications

- 4. [AM No. 26-030](#) Adoption of the 2025 King County Regional Hazard Mitigation Plan and Redmond Annex Update  
*Department: Fire*

[Attachment A: 2025 Update Presentation](#)

[Attachment B: 2025-2030 KC Regional Hazard Mitigation Plan \(Link\)](#)

[Attachment C: 2025-2030 City of Redmond Plan Annex](#)

**Legislative History**

2/17/26      Committee of the Whole -      referred to the City Council  
Public Safety and Human  
Services

- 5. [AM No. 26-031](#) Acceptance of the Department of Commerce Climate Planning Grant Award to Support Climate Planning and Resilience Projects, in the Amount of \$359,558  
*Department: Executive*

[Attachment A: Grant Agreement](#)

**Legislative History**

2/24/26      Committee of the Whole -      referred to the City Council  
Parks and Environmental  
Sustainability

- 6. [AM No. 26-032](#) Approval of a Consultant Agreement with BHC, in the Amount of \$1,200,000, for the Viewpoint AC Watermain Replacement Project and Increase the Total Funding for this Project

*Department: Public Works*

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

[Attachment B: Additional Project Information](#)

[Attachment C: BHC Consultant Agreement](#)

**Legislative History**

2/3/26 Committee of the Whole - referred to the City Council  
Planning and Public Works

- 7. [AM No. 26-033](#) Approval of a Consultant Agreement with KPFF Consulting Engineers, in the amount of \$1,100,000, for the SE Redmond Park Project

*Department: Public Works*

[Attachment A: SE Redmond Neighborhood Park Project Information Sheet](#)

[Attachment B: Additional Info SE Redmond Park Project](#)

[Attachment C: KPFF Consultant Agreement](#)

**Legislative History**

2/24/26 Committee of the Whole - referred to the City Council  
Parks and Environmental  
Sustainability

- 8. [AM No. 26-034](#) Authorize the Mayor to Sign a Contract with King County for the Parks Property Tax Levy Agreement

*Department: Parks and Recreation*

[Attachment A: King County Ordinance 19922](#)

[Attachment B: Parks Property Tax Levy Agreement](#)

[Between King County and City of Redmond](#)

**Legislative History**

2/24/26 Committee of the Whole - referred to the City Council  
Parks and Environmental  
Sustainability

- 9. [AM No. 26-035](#) Approval of the Washington Traffic Safety Commission Interagency Agreement - Target Zero  
*Department: Police*

[Attachment A: Interagency Agreement](#)

Legislative History

2/17/26	Committee of the Whole - Public Safety and Human Services	referred to the City Council
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**B. Items Removed from the Consent Agenda**

**IV. HEARINGS AND REPORTS**

**A. Public Hearings**

**B. Reports**

- 1. **Staff Reports**
- 2. **Ombudsperson Report**  
*February: Forsythe*  
*March: Stuart*
- 3. **Committee Reports**

**V. UNFINISHED BUSINESS**

**VI. NEW BUSINESS**

**VII. EXECUTIVE SESSION**

**VIII. ADJOURNMENT**

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



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 3/3/2026  
**Meeting of:** City Council  
Day

**File No.** SPC 25-065  
**Type:** Special Orders of the

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PRESENTATION: Bellwether's Prisma Project



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 3/3/2026  
**Meeting of:** City Council  
Day

**File No.** SPC 26-021  
**Type:** Special Orders of the

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City of Redmond Automated License Reader Statement



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 3/3/2026  
**Meeting of:** City Council

**File No.** SPC 26-019  
**Type:** Minutes

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Approval of the Minutes: February 17, 2026, Regular Meeting and January 31, 2026, Special Meeting (recording for the regular meeting is available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

**CALL TO ORDER**

A Special Meeting of the Redmond City Council was held on January 31, 2026, at 9 a.m. The meeting was held at Redmond City Hall in Room 127.

**ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Councilmembers present and establishing a quorum were: Forsythe, Kritzer, Nuevacamina, Parsi, Prakriya, Soni and Stuart.

**COUNCIL RETREAT**

Members of the Council met with a facilitator for the annual Council retreat. Discussion ensued including governance, priorities, communication, teamwork, community engagement, establishing a strong foundation and goals.

**ADJOURNMENT**

The meeting adjourned at 4 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: March 3, 2026*

**CALL TO ORDER**

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

**ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Present: Councilmembers Forsythe, Kritzer, Nuevacamina, Parsi, Prakriya, Soni and Stuart

Absent: None

**SPECIAL ORDERS OF THE DAY: NONE**

**ITEMS FROM THE AUDIENCE**

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

- Ciara Madden - 2-year anniversary of the Plymouth Supportive Housing vote;
- Pat Vache - Second anniversary of the Plymouth Supportive Housing vote;
- Axton Burton - Second anniversary of the Plymouth Supportive Housing vote;
- James Webster - Plymouth Housing and taxes;
- Austin Ashenbrenner - Plymouth Housing;
- Erin Hamilton - Pride in Kirkland, transgender rights and issues, and FLOCK;
- Wolfe Adriatico - Old Firehouse Teen Center services and spaces;
- Rachel King - Redmond pool availability;
- Arol Bhagwat - Bellevue programs: Clean up the Streets, Adopt a Street, Cultural Conversations;
- Linda Seltzer - Redmond Comprehensive Plan, affordable housing, senior housing;
- Jacque Kimzey - Safety concerns, FLOCK cameras; and
- David Morton - Evans Creek Relocation project, PFAS, and the DTG site.

**CONSENT AGENDA**

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

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

1. Approval of the Minutes: February 3, 2026, Regular Meeting

2. Approval of Payroll/Direct Deposit and Claims Checks

#188874 through #188947  
#196812 through #196816

\$76,466.71

#188948 through #188961  
#196817 through #197594  
#1922 through #1926

\$4,602,096.25

#188965 through #188974  
#197600 through #198360  
#1927 through #1932

\$4,779,036.43

#188976 through #188989  
#198364 through #199146  
#1933 through #1937

\$4,903,607.21

#188993 through #189006  
#199152 through #199940  
#1939 through #1944

\$4,825,482.44

#16534 through #16792

\$701,226.43

3. AM No. 26-020: Approval of the 2026 Planning and Public Works Committee of the Whole Workplan
4. AM No. 26-021: Approval of the 2026 Finance, Administration, and Communications Committee of the Whole Workplan
5. AM No. 26-023: Acceptance of Funds and Addition of the Overlake Area Bicycle/Pedestrian Improvements Project to the CIP, and Removal of the 148th Ave Trail Project from the CIP
6. AM No. 26-024: Approval of Annual CUES GraniteNET Contract
7. AM No. 26-025: Approval of a Consultant Agreement with Hazen and Sawyer, for Feasibility and Pre-Design Analysis for PFAS Treatment for Wells 1 and 2, in the Amount of \$284,276
8. AM No. 26-026: Award of a Business District Feasibility and Formation Contract to Uncommon Bridges in the Amount of \$130,000

**ITEMS REMOVED FROM THE CONSENT AGENDA: NONE**

#### **HEARINGS AND REPORTS**

##### Staff Reports:

AM No. 26-027: Evans Creek Relocation Project Update

Aaron Bert, Public Works Director, introduced this item, provided a presentation and responded to Councilmember inquiries.

AM No. 26-028: World Cup Planning Update: Public Safety and Emergency Management Focus

Seraphie Allen, Deputy Director of Planning and Community Development, Brian Coats, Deputy Police Chief, Nathan Hupp,

Emergency Manager, and Adrian Sheppard, Fire Chief, provided a presentation and responded to Councilmember inquiries.

Ombudsperson Reports:

Councilmember Forsythe reported receiving resident contacts regarding: impound fee; medical emergency; the path under Light Rail; beautification and volunteer options and adopt a street programs; attended meeting at Interlake Sporting Association and facility tour; policing policies for trans community and LGBTQIA+ community; and Housing Development Consortium King County Levy Exploratory Committee.

Councilmember Stuart reported receiving resident contacts regarding: vacancies on the boards and commissions; Redmond Police Foundation; code amendments; technology and data security; cleaner parks; engagement opportunities for candidates who participated in Council vacancy process; curb management study and sidewalk preservation; Redmond housing solutions; OneRedmond work plan; IKEA ribbon cutting; and Futbol for All events.

Councilmember Nuevacamina reported receiving resident contacts regarding: ALPR cameras; appointment process; engagement opportunities for Council vacancy candidates; the Bellevue Downtown Association dinner; and love notes to the City.

Councilmember Prakriya reported regarding: Sound Cities Association Orientation; Public Issues Committee; Redmond Eye Clinic opening; meeting with Fire and Police Chiefs; ALPR; and Light Rail.

Councilmember Parsi reported regarding: Lunar New Year; DTG site contamination; Eastside Transportation Partnership meeting; and privacy concerns.

Councilmember Soni reported regarding: Sound Cities Association Orientation; Eastside Transportation Partnership meeting; Redmond Eye Clinic opening; and meetings with Directors and Police and Fire Chiefs.

Councilmember Kritzer reported regarding: ALPR; immigration; concerns about federal issues; PFAS; office

hours; Teen Center; community engagement; and data privacy.

Committee Reports:

Councilmember Kritzer provided a committee report:

- WRIA 8 Salmon Recovery Council;
- Lodging Tax Advisory Committee;
- Sound Cities Association Prepic Northwest Immigrant Rights Project; and
- Eastside Transportation Partnership letter.

Councilmember Soni provided a committee report:

- Parks and Environmental Sustainability Committee of the Whole Agenda Setting.

Councilmember Nuevacamina provided a committee report:

- Disability Board.

Councilmember Stuart provided a committee report:

- Public Issues Committee;
- Regional Water Quality Committee; and
- Sound Cities Association Deputy Mayors and Council Presidents meeting.

Mayor Birney spoke regarding: Sound Transit System Expansion Committee; meetings with Senators Murray and Cantwell; meetings with Microsoft and Amazon in India, and with the US Ambassador in India.

**UNFINISHED BUSINESS: NONE**

**NEW BUSINESS: NONE**

**EXECUTIVE SESSION:**

A. Potential Litigation [RCW 42.30.110(1)(i)] - 20 minutes

Mayor Birney announced the Council will now leave the meeting and go into Executive Session regarding Potential Litigation [RCW 42.30.110(1)(i)] for 15 minutes. Per state law, public attendance is not allowed during the Executive Session. Action will not take place following the Executive Session.

*Executive Session convened at 8:50 p.m., and ended at 9:10 p.m.*

**ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 9:10 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: March 3, 2026*

DRAFT



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 3/3/2026  
**Meeting of:** City Council

**File No.** SPC 26-020  
**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 1/1 - 1/31/2026  
Check Date: 1/30/2026

Check Total:	\$	4,791.90
Direct Deposit Total:	\$	9,568.23
Wires & Electronic Funds Transfers:	\$	1,020.76
Grand Total:	\$	<u>15,380.89</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 **188990** through **188992**,  
Direct deposits numbered **199147** through **199151**, and  
Electronic Fund transfers **1938** through **1938**  
are approved for payment in the amount of **\$15,380.89**  
on this **30th day of January 2026**.

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

City of Redmond  
Payroll Final Check List  
Pay period: 1/1 - 1/31/2026  
Check Date: 1/30/2026

Total Checks and Direct deposit:	\$	14,938.85
Wire Wilmington Trust RICS (MEBT):	\$	442.04
Grand Total:	\$	<u>15,380.89</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.

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

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Human Resources Director, City of Redmond  
Redmond, Washington

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\_\_\_\_\_  
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I, Finance Director, do hereby certify to the City Council, that the checks for the month of February are true and correct to the best of my knowledge.

Signed by:  
  
706AE71EFDB1430...

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Kelley Cochran, Finance Director  
City of Redmond  
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 16793 through 17072, and WIRE and ACH Transfers are approved for payment in the amount of \$2,151,354.76 this 3rd day of March 2026.

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Memorandum

Date: 3/3/2026  
Meeting of: City Council

File No. AM No. 26-029  
Type: Consent Item

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

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

Finance	Haritha Narra	Deputy Finance Director
Finance	Hailey Zurcher	Financial Planning Manager

**TITLE:**  
Adoption of the 2027-2028 Council Budget Calendar

**OVERVIEW STATEMENT:**  
At the beginning of each budget process, the Council is asked to approve a budget calendar that details the dates and activities that will occur up to and including budget adoption. For the 2027-2028 budget, adoption is planned for late 2026.

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

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Per the City of Redmond's Fiscal Policies and Long-Range Financial Strategy, a biennial budget calendar will be proposed by the first regular City Council business meeting in April every even year. Each biennial budget cycle begins with Council's adoption of a budget calendar that outlines the timeline for key milestones.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The attached timeline was developed taking into consideration comments received last biennium regarding the fall schedule for Council review and deliberations, the need to focus on the quality performance measures and reporting, and the anticipated workload impacts associated with World Cup activities. The timeline incorporates the Community Results Team process, including updates to the City’s budget outcome maps and the evaluation of city programs and priorities. Other notable activities include completion of significant updates to the Long-Range Financial Strategy and Fiscal Policies, as well as development of a comprehensive Performance Report. The budget development process will continue to include a community budget questionnaire and provide an additional public hearing beyond those legally required.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
For community outreach and involvement for the 2027-2028 budget process, Community Results Team work is anticipated to take place in Q1 and Q2 2026.
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
N/A

**Budget Priority:**  
Strategic and Responsive

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

**Funding source(s):**  
N/A

**Budget/Funding Constraints:**  
N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
2/10/2026	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The development of the 2027-2028 budget encompasses most of 2026 and requires considerable Council time during FAC meetings, study sessions, business meetings, and special meetings. Council approval of the budget calendar ensures the budget process can proceed in a timely manner.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Council is required to hold public hearings on the proposed budget and to review and adopt a budget, which can only be accomplished by developing a budget calendar.

**ATTACHMENTS:**

Attachment A: 2027-2028 Council Budget Calendar

**CITY COUNCIL BUDGET CALENDAR**  
**2027-2028 BIENNIAL BUDGET**



Task	Meeting Type	2026 Meeting Date
Outcome Maps Review - Healthy & Sustainable - Strategic & Responsive	Study Session	January 27
Council Retreat	Special Meeting	January 31
Review Draft 2027-2028 Council Budget Calendar	COTW-FAC	February 10
Outcome Maps Review - Safe & Resilient - Vibrant & Connected	Study Session	February 10
Council Retreat Part 2	Special Meeting	February 26
Community Involvement and Engagement		March - November
Adoption of 2027-2028 Council Budget Calendar	Business Meeting	March 3
Budget Document Review - Long-Range Financial Strategy	COTW-FAC	March 10
Departmental Budget Overview - Parks and Recreation	Study Session	March 24
- Community Involvement and Engagement (Community Results Team) Updates - Fiscal Policies	COTW-FAC	April 14
Departmental Budget Overview - Executive - Finance - Human Resources - Technology & Information Services	Study Session	April 14
Departmental Budget Overview - Fire - Police	Study Session	April 28
Community Results Team Feedback	COTW-FAC	May 12
Departmental Budget Overview - Planning and Community Development - Public Works	Study Session	May 12
Budget Balancing with Mayor/Department Directors		July-August
Development of Preliminary Biennial Budget Document		August-September

**CITY COUNCIL BUDGET CALENDAR**  
**2027-2028 BIENNIAL BUDGET**



Task	Meeting Type	2026 Meeting Date
Capital Investment Program (CIP) - Facilities, General Government, Parks, Transportation, Water, Wastewater, Stormwater	Study Session	September 8
Public Hearing #1 (CIP)	Business Meeting	September 15
- Business Technology Investment Program (BTIP) - 2027-2032 Financial Forecast	Study Session	September 22
Preliminary Budget Presented to Council	Business Meeting	October 6
Public Hearing #2	Business Meeting	October 6
Council Briefing on Budget Process - Overview of Process for Facilitating Budget Deliberations	COTW-FAC	October 13
Public Hearing #3	Business Meeting	October 20
Council Budget Deliberations #1 • Changes/Updates: - Revenues - Capital Investment Program - Business Technology Investment Program • Service Enhancements and Reductions: - Healthy & Sustainable - Safe & Resilient	Special Meeting	October 22 (Time TBD)
Council Budget Deliberations #2 • Service Enhancements and Reductions: - Strategic & Responsive - Vibrant & Connected	Study Session	October 27
Council Budget Deliberations #3 - Deliberation Matrix - Public Comment Matrix - Parking Lot Items	Special Meeting	October 29 (Time TBD)
Public Hearing #4	Special Meeting	November 2
Council Budget Deliberations #4 (if needed)	Special Meeting	November 5 (Time TBD)
Council Adoption of the Biennial Budget	Special Meeting	November 10 (Time TBD)



Memorandum

Date: 3/3/2026  
Meeting of: City Council

File No. AM No. 26-030  
Type: Consent Item

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

Fire	Adrian Sheppard, Fire Chief	425-556-2200
Fire	Ameé Virelle, Deputy Fire Chief	425-556-2200

DEPARTMENT STAFF:

Fire	Nathan Hupp	Emergency Manager
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TITLE:

Adoption of the 2025 King County Regional Hazard Mitigation Plan and Redmond Annex Update

OVERVIEW STATEMENT:

Adoption of this plan update by the City Council is required to ensure access to future federal mitigation project grant and federal Public Assistance Program post-disaster relief funding.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
2020 King County Regional Hazard Mitigation Plan and Redmond Annex  
2023 Redmond Comprehensive Emergency Management Plan  
2020 City of Redmond Environmental Sustainability Action Plan
- **Required:**  
Title 44, Part 201 of the Code of Federal Regulations (44 CFR 201), FP 306-112-1
- **Council Request:**  
N/A
- **Other Key Facts:**  
Individual jurisdictions participating in a multi-jurisdictional plan must meet the mitigation planning requirements, adopt the plan and provide documentation to FEMA (via the state). Once the agency receives the jurisdiction’s adoption, FEMA will issue an approval letter for the jurisdiction. Hazard mitigation plans are updated every five years. The last version of the plans was adopted by the Redmond City Council in 2020. The King County Council adopted the plan on January 27<sup>th</sup>, 2026.

**OUTCOMES:**

The significance of the 2025-2030 King County RHMP and Redmond Annex cannot be overstated. By identifying and addressing the region's most pressing hazards, the plan aims to protect lives and property, reduce the risk of injury, loss of life, and property damage, and enhance community resilience. This includes strengthening infrastructure, strengthening emergency response capabilities, and fostering social cohesion, ensuring that communities can better withstand, prepare, and recover from disasters.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
KC began the planning process in December 2023
- **Outreach Methods and Results:**
- King County Office of Emergency Management (KCOEM) led an extensive public outreach campaign to gain public input for the RHMP. The campaign included an online public survey and in-person tabling events.
  - 135 participants (countywide survey)
  - 1,194 responses on a top hazard concern survey
  - Over 700 community members in total provided input at the tabling events.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
N/A

**Budget Priority:**  
Safe and Resilient

**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
2/17/2026	Committee of the Whole - Public Safety and Human Services	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

If a Presidential Disaster Declaration is approved for recent flooding, the declaration would make Hazard Mitigation Grant Program (HMGP) funding available to jurisdictions and districts that have adopted hazard mitigation plans or annexes. Additionally, adoption is required to be eligible for FEMA's Building Resilient Infrastructure and Communities (BRIC) program.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City of Redmond would not be eligible for the Hazard Mitigation Grant Program after a major disaster declaration, as well as the FEMA's BRIC Grant Program.

**ATTACHMENTS:**

- Attachment A: 2025 King County Regional Hazard Mitigation Plan and Redmond Annex Update Presentation
- Attachment B: 2025-2030 King County Regional Hazard Mitigation Plan
- Attachment C: 2025-2030 City of Redmond Plan Annex

# 2025 Regional Hazard Mitigation Plan Update

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February 17, 2026

Nathan Hupp, Ameer Virelle



# RHMP Goal

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- To create a framework that reduces the impact and susceptibility of the identified hazards on people, property, and the environment, prioritizing historically underserved communities.





# Redmond Annex Goal

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- To create a framework that reduces the impact and susceptibility of the identified hazards on people, property, and the environment, prioritizing historically underserved communities.

# Changes from 2020 Version

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- Compliance with FEMA's 2022 updated local mitigation planning requirements
- Improvements in data collection and tools
- Stronger emphasis on equity and social justice
- Addition of community profile





## Adoption

- The adoption of the updated RHMP and Redmond Annex is an enabling tool to access competitive federal and state grant funds for community or infrastructure projects such as Hazard Mitigation Grant Program (HMGP) and Building Resilient Infrastructure Communities (BRIC).
- Once the agency receives the city's adoption, FEMA will issue an approval letter for Redmond.



# Thank You



Questions?



# City of Redmond Plan Annex

## Introduction

The City of Redmond is the seventh most populous city in King County and the seventeenth most populous city in the State of Washington, with an estimated residential population of 82,380 as of 2025. It encompasses an area of over 17.14 square miles and is located less than 20 miles east of downtown Seattle at the north end of Lake Sammamish.

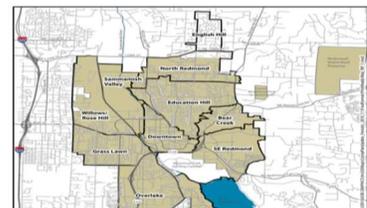
The city prides itself on its high quality of life, which includes good schools, a healthy economic base, a parks system that provides a variety of active and passive recreational opportunities, diverse offerings for shopping and dining, safe neighborhoods, and an emphasis on quality development and protection of the natural environment.

The City of Redmond is committed to promoting a culturally inclusive community. As a global city that attracts residents from around the world, the city values diversity and prides itself on being a welcoming community. Redmond recognizes that fostering a welcoming environment for all individuals enhances Redmond's cultural fabric, economic growth, global competitiveness, and overall prosperity for current and future generations.

The city is a technology hub and is home to some of the largest technology firms in the country, including Microsoft, Nintendo, and Stryker, among others. The Sammamish River and Bear Creek pass through the city. The Cascade Range, a 1,000-mile-long chain of volcanic mountains, which extends from Northern California to southern British Columbia, Canada, is about 40 miles north of Redmond. Washington State Highway 520 also runs through the City. Cities bordering Redmond include Bellevue to the southwest, Kirkland to the west, and Sammamish with a small border to the southeast.

### Redmond Profile

The city of Redmond is governed by a Mayor and seven-member City Council. The city consists of nine departments: Executive, Finance, Fire, Human Resources, Parks and Recreation, Planning and Community Development, Police, Public Works, and Technology and Information Services (TIS). The current population is 82,380 as of 2025, but according to the Puget Sound Regional Council, Redmond's population grows by 105% during the workday.



## Development Trends

According to Washington State Office of Financial Management data, from 2024 to 2025 the population of Redmond grew 2.92%. According to Census data, from 2023 to 2024, Redmond's median household income grew from \$162,099 to \$172, 979, a 6.71% increase. Regional growth around the Eastside will continue to impact Redmond as more people and businesses are attracted to the area.

The City of Redmond adopted the Redmond 2050 Comprehensive Plan in November 2024. This plan provides a 25-year vision for how the city will grow and develop through the year 2050. It was developed in partnership with a wide variety of community stakeholders, including City Council, planning commissioners, the community advisory committee, community-based organizations, a community engagement host, the technical advisory committee, and many others. The plan indicates the City will pursue through the following six goals:

- To foster a sense of welcoming and inclusion as Redmond transitions from a suburb to an intercultural city.
- To sustain and enhance resilient natural systems and the built environment.
- To increase the diversity, supply, and affordability of housing.
- To maintain and enhance vibrant and well-connected centers.
- To create neighborhoods where people can meet their basic needs close to home.
- To support a diverse, sustainable, and resilient economy.

The largest industry in Redmond, WA, is Professional, Scientific, & Technical Services (77,451 people) due to Microsoft being in Redmond. Retail Trade (3,988 people) and Manufacturing (6,243 people) are the other major industries in the city.

With Redmond's continued growth and attraction of a diverse population, the Office of Emergency Management is planning for increased population density, with a population that has diverse backgrounds and consists of multiple languages and cultures. Redmond 2050 outlines a plan to prioritize accessible and sustainable housing, provide essential services near or within every neighborhood, ensure environmental sustainability and climate protection, among other valuable goals.

## Redmond Risk Summary

### Understanding and Preparing for Hazards in Redmond

Every five years, the City of Redmond updates its Hazard Mitigation Plan an Annex to the King County plan to better understand and reduce the impact of local hazards. Since 2020, the City has faced several major events, including:

- 2020: The COVID-19 pandemic revealed gaps in preparedness, such as PPE shortages and the need for flexible work policies. The city responded by updating procedures and improving community outreach.
- February 2020: Week-long flooding along the Sammamish River and Marymoor Park.
- November 2024: Severe impacts from a Northeast Pacific bomb cyclone affecting much of Western Washington.

The following summary outlines Redmond's current hazard risks and vulnerabilities.

### *Hazard Risk and Vulnerability Summary*

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HAZARD	HAZARD SUMMARY	VULNERABILITY SUMMARY	IMPACT SUMMARY	PROBABILITY OF FUTURE OCCURRENCE
<b>Avalanche</b>	<p>Low risk.</p> <p>Redmond is not at risk for avalanches.</p>	<p>Redmond is not at risk for avalanches.</p>	<p>Redmond is not at risk for avalanches.</p>	<p>Low</p>
<b>Earthquake</b>	<p>Moderate risk.</p> <p>The City of Redmond is located near the Seattle Fault, a significant seismic feature capable of producing high-magnitude earthquakes. Such events pose a serious threat to the city’s built environment and critical infrastructure. Redmond is also situated within a mapped liquefaction zone, increasing the potential for ground failure and amplifying the destructive effects of seismic shaking. These geological conditions make earthquakes a high-impact hazard for the community.</p>	<p>Redmond is in a liquefaction zone, meaning that during a strong earthquake, the ground could temporarily behave like quicksand. This happens in areas with loose, water-saturated soils—such as river valleys and artificial fill—and can lead to serious damage. In the event of a major earthquake, parts of the city could see buildings collapse, underground utilities shift or rise, and critical infrastructure like bridges fail, severely disrupting transportation and emergency response. While these risks remain, the city has made progress in reducing vulnerability by redeveloping areas with unreinforced masonry (URM) buildings, which are especially prone to collapse during earthquakes.</p>	<p>A significant earthquake would result in substantial damage to buildings and infrastructure in Redmond, including the potential for significant injuries and fatalities.</p>	<p>High</p> <p>While the frequency of earthquakes is low in Redmond, there is certainty of significant earthquakes in the future. It is impossible to predict when or how large in magnitude, but it is the most catastrophic potential of Redmond’s natural hazards.</p>
<b>Flood</b>	<p>Moderate risk.</p> <p>Three large bodies of water coupled with a high-water table pose a risk of flooding in Redmond. The presence of valuable buildings, infrastructure, natural environment, and people make the city vulnerable to riverine and seepage flooding. Flooding occurs along the Bear Creek, Evans Creek and</p>	<p>Areas with a higher risk of severe flooding include parts of the Sammamish River and Bear Creek trail systems, condominium developments along Lake Sammamish and an area near Bear Creek’s Friendly Village Mobile Home Park. While City Hall, the Senior Center, Public Safety Building, and Municipal Campus Garage are not in the 100-year flood plain, significant flooding would</p>	<p>Impacts of most flooding instances in Redmond are minor. However, a 100-year flood would impede driving in portions of Downtown Redmond and cause water</p>	<p>High</p>

	<p>Sammamish River Trails and Lake Sammamish. Downtown lies within the 100-year floodplain. The Sammamish River Basin contributes to urban flooding.</p>	<p>make it difficult or impossible to drive to and from the municipal campus.</p> <p>There are approximately 166 buildings located within the 100-year floodplain. Of these 116 are single-family and 50 are multi-family units.</p>	<p>damage in some buildings.</p>	
<b>Landslide</b>	<p>Low risk.</p> <p>Landslide hazard areas in Redmond are identified as slopes greater than thirty degrees and the areas within a fifty-foot buffer above and below such slopes. Steep slopes in Redmond are located primarily on the western and southeastern portion of Education Hill and along Redmond’s northwestern border in the Willows/Rose Hill neighborhood. Landslides occur during unusual heavy seasonal rains or during an earthquake.</p>	<p>Redmond’s steep slopes and hillside development make parts of the city vulnerable to landslides. About 10% of residential and 9.5% of commercial and public buildings are located within landslide hazard zones or their buffers. Heavy rainfall, especially during winter storms, can saturate soils and trigger landslides. Earthquakes can also increase landslide risk by destabilizing already saturated or weakened slopes. Additionally, erosion remains a concern when prolonged rain overwhelms the city’s stormwater systems.</p>	<p>Landslides have the potential impact of damaging and disrupting roads within Redmond. Additionally, buildings constructed on landslide prone ground could be damaged.</p>	Moderate
<b>Severe Weather</b>	<p>Moderate risk.</p> <p>Redmond regularly experiences severe weather, with extreme heat and windstorms being the most common threats.</p> <p>Extreme heat can pose serious health risks, especially for vulnerable populations, and is often accompanied by wildfire</p>	<p>Redmond is vulnerable to severe windstorms, which can cause trees to fall onto roads, buildings, and power lines—leading to transportation disruptions and extended power outages.</p> <p>High temperatures also pose a growing risk, particularly because many homes in Redmond were built without air conditioning, leaving</p>	<p>Severe windstorms can cause widespread damage by knocking down trees and power lines, leading to prolonged power outages and blocked roads. These disruptions can delay emergency response, limit mobility, and</p>	High

	<p>smoke, which reduces air quality and visibility.</p> <p>Windstorms can lead to downed trees, power outages, and property damage, disrupting daily life and emergency services.</p> <p>These weather events are becoming more frequent and intense, highlighting the importance of preparedness and community resilience.</p>	<p>residents—especially older adults and those with health conditions—more exposed to heat-related illnesses.</p>	<p>increase the risk of secondary hazards.</p> <p>Extreme heat can pose serious health risks, especially for residents without access to air conditioning or backup power during outages. Vulnerable populations—such as older adults, young children, and those with medical conditions—are particularly at risk.</p>	
<b>Severe Winter Weather</b>	<p>Moderate risk.</p> <p>Redmond occasionally experiences freezing temperatures and snowfall, but severe winter weather is not typical for the region. Historically, the city’s proximity to Puget Sound has helped maintain a moderate climate, limiting snow and ice accumulation. However, freezing conditions and snow events have become more frequent in recent years, possibly due to climate change. While still infrequent, these events can disrupt transportation, utilities, and daily life when they occur.</p>	<p>Redmond’s infrastructure and population are moderately vulnerable to winter weather events. Many roads, sidewalks, and utility systems are not designed for prolonged snow or ice, and the City has limited snow removal resources due to infrequent need of them. Additionally, some residents—particularly older adults and those with limited mobility—may face challenges accessing heat, transportation, or emergency services during freezing conditions.</p>	<p>Infrequent but intense winter storms can lead to hazardous road conditions, power outages, and disruptions to daily life. Ice accumulation and snow can damage trees and power lines, delay emergency response, and increase the risk of accidents. Even short-term events can have outsized impacts due to the region’s limited preparedness for severe winter weather.</p>	High
<b>Tsunami/Seiche</b>	<p>Low risk.</p>	<p>Redmond’s vulnerability to a seiche event is</p>	<p>Lake Sammamish could experience</p>	Low

	<p>The city of Redmond sits along the northern part of a seven-mile-long, one-half mile wide Lake Sammamish. A Seattle fault surface rupture in the lakebed, and/or a significant landslide could create a lake tsunami known as a seiche.</p>	<p>concentrated in communities which are in the Lake Sammamish shoreline. This communities include Viewpoint, Southeast Redmond, and Marymoor Park.</p>	<p>seiches due to an earthquake or landslide, which could significantly damage properties on the lake.</p>	
<b>Volcano</b>	<p>Low risk.</p> <p>Washington state has five active stratovolcanoes, capable of significantly altering daily life for months to years after eruption. The main hazards associated with volcanoes are lahars (volcanic mudflows) and volcanic ashfall. Lahars can travel a significant distance from the volcano and fill valleys with mud tens of feet thick. Ashfall eruptions pose a significant hazard to aircraft and human repository health.</p>	<p>Due to the distance the City of Redmond is from these active volcanoes the major concern is the Ashfall. Depending on the severity of the eruption there can be a few inches of Ashfall in the city of Redmond disrupting traffic, causing low visibility, and affecting people's respiratory health.</p>	<p>Another eruption from Mt. Saint Helens could cause health hazards within Redmond due to air quality deterioration from ash.</p>	<p>Low</p>
<b>Wildfire</b>	<p>Moderate risk.</p> <p>The way a wildfire behaves depends on three main factors: fuel, weather, and terrain.</p> <ul style="list-style-type: none"> <li>• Fuel: This includes anything that can burn, like dry grass, trees, and brush.</li> <li>• Weather: Strong winds and low rainfall can make fires spread faster and become more intense.</li> </ul>	<p>Redmond is an intermix city, where homes and infrastructure are closely integrated with natural vegetation, including ground cover and mature trees. This green environment is a core community value but also increases vulnerability to wildland-urban interface (WUI) fires. The risk is highest during dry, windy seasons when low humidity and weather conditions can accelerate fire spread. Proximity to vegetative fuels, combined with terrain and access limitations, makes certain</p>	<p>Although Redmond has not experienced a major wildland-urban interface (WUI) fire in over a decade, the risk remains. Increasing urban density and vertical construction also raise the potential for structure fires to spread into nearby green spaces.</p>	<p>High</p> <p>A review of fire behavior in the region over the past decade shows a significant increase in frequency and severity of wildland fires.</p>

	<ul style="list-style-type: none"> <li>• Terrain: The shape of the land affects how a fire moves. Fires tend to spread more quickly uphill than downhill.</li> </ul> <p>Other features like highways, lakes, and natural barriers can slow down or redirect a fire. The elevation and slope of the land also play a big role in how fast and in which direction a fire travels.</p>	<p>areas more susceptible to wildfire impacts.</p>		
<p><b>Civil Disturbance</b></p>	<p>Moderate risk.</p> <p>Since 2020, Redmond has experienced ongoing demonstrations, primarily at the downtown park. These demonstrations have primarily been focused on political agendas and international friction. At least two of the demonstrations resulted in marching on public streets to city hall. More recent protests involving international conflict have occurred on the Microsoft main campus.</p>	<p>The Downton Park is the primary location in Redmond for public demonstrations and protests. The park itself is considered a soft target, susceptible to a vehicle ramming. It's location between two main thoroughfares makes it a target for drive-by shooting or lesser interactions from motorists as well as a conflict between motorists and pedestrians.</p>	<p>Demonstrations involving 100 or more attendees or entail the possibility of vandalism or violence based on intelligence reports necessitate all available police officers, off-duty officers, and mutual aid from Bellevue, Kirkland, and WSP.</p> <p>Recent 2025 protests on the Microsoft campus resulted in property destruction and assaults on officers and civilians.</p>	<p>High</p> <p>The probability of future protest activity and related incidents in Redmond is assessed as High.</p> <p>With the current political climate, ongoing international unrest, and frequent calls to demonstrate, it is reasonable to expect that protest activity will continue to occur.</p> <p>Demonstrations may be planned and permitted through the city, allowing for</p>

coordinated safety measures, or they may arise spontaneously in response to emerging events, as seen during the recent protests at the Microsoft campus.

While many demonstrations remain peaceful and are an expression of First Amendment rights, some have the potential to escalate into unlawful activity, including property damage, assaults, or disruptions to community life. Both planned and unplanned events require significant law enforcement resources, and in some cases mutual aid, to ensure the safety of demonstrators, bystanders, and the broader community.

<p><b>Cyber Attack</b></p>	<p>Moderate risk.</p> <p>The City of Redmond depends on critical technologies to conduct everyday business, making cyber hazards a major concern. While any organization that relies on technology is at risk of cyberattack, local governments face heightened exposure because of the essential services they provide and the sensitive data they manage.</p>	<p>The City takes a layered approach to cybersecurity, combining preventative tools with efforts to build a culture of awareness and risk management. Despite these measures, bad actors continually develop new methods to infiltrate networks and exploit software vulnerabilities, leading to unauthorized access, data exposure, and loss of information. One of the biggest threats the City faces is phishing attacks delivered through email, which exploit human emotions to trick individuals into taking harmful actions. Because City systems are interconnected, an incident in one area, such as email, can quickly cascade into disruptions that affect essential services including emergency dispatch, utilities, and citizen-facing platforms. Additional risks arise when employees fail to follow established cybersecurity guidance and safe practices.</p>	<p>The impacts of a cyberattack can range from minor disruptions, such as the temporary unavailability of a single system, to a complete halt of City operations if multiple critical systems fail. Such incidents can disable or slow essential services including emergency dispatch, utilities, transportation networks, and citizen service platforms. They may also result in unauthorized access, exposure, or loss of sensitive data, leading to legal and regulatory consequences along with costly recovery efforts. Beyond financial impacts, a successful attack can delay emergency response, compromise public safety, and erode community trust in the City's ability to protect information and maintain reliable operations.</p>	<p>High.</p>
<p><b>Dam Failure</b></p>	<p>Low risk.</p> <p>Although there are no dams closer than 4 miles from Redmond, Welcome Lake Dam is</p>	<p>In case of an earthquake big enough to damage Welcome Lake Dam, the City of Redmond would have 45 minutes before a 9-foot wall of water ran</p>	<p>There are no recent dam failures that have affected the city of Redmond.</p>	<p>Low</p>

	<p>cause for concern. Welcome Lake Dam is privately owned. The HOA that owns it is responsible for its upkeep. If the dam were to fail Redmond would be in the path of the water.</p>	<p>through the east side of the city. This would damage hundreds of homes and businesses.</p>		
<p><b>Hazardous Materials Incident</b></p>	<p>Moderate risk.</p> <p>The BP Olympic Pipeline runs through Redmond between 135<sup>th</sup> Ave NE and 140<sup>th</sup> Ave NE.</p> <p>In 2024, 338 operational permits were issued by the Redmond Fire Department for various types of hazardous materials.</p>	<p>Through the International Fire Code and other laws and ordinances, there are stringent regulations for handling, storage, transporting, and recording of hazardous materials and related facilities.</p> <p>According to Fire Department records there are currently over 70 locations in the city of Redmond that have hazardous materials stored on site. Redmond utilizes a regional hazardous materials response system due to the operational needs to respond to and mitigate hazardous materials incidents due to their potential size and severity.</p>	<p>The release of hazardous materials presents a significant risk to the population and the environment.</p> <p>Historically, the Redmond Fire Department responds to approximately 50 releases per year.</p>	<p>High</p>
<p><b>Public Health Emergency</b></p>	<p>Moderate risk.</p> <p>Public health emergencies are most likely in areas of high person-to-person and person-to-animal densities. Redmond is included in this circumstance, with a high density, especially in Downtown with multi-family buildings.</p>	<p>Redmond remains vulnerable to pandemics, outbreaks of communicable diseases, and chronic health conditions that already affect the community. The COVID-19 pandemic highlighted how a public health emergency (PHE) can quickly overwhelm healthcare systems. Increased mortality may exceed morgue capacity, and illness among healthcare workers can lead to staffing shortages, further straining the response.</p>	<p>Redmond made progressive strides in policy and procedures in the instances of public health emergencies in response to COVID-19. However, an epidemic or pandemic could still result in a high number of sick people or fatalities, including to</p>	<p>High</p>

			Redmond's workforce.	
<b>Structure Fire</b>	<p>Moderate risk.</p> <p>Like any other City in the country Redmond has a vulnerability of a structural fire, whether it is human error or an electrical problem there is a possibility of a structure catching flames. However, a dedicated Fire Prevention department in the City focuses efforts to reduce fire hazards. The Urban Growth Management Act dictates the City of Redmond is growing vertically faster than horizontally. With the increased building heights and population above grade, the Redmond Fire Department has had to adapt its equipment and response plans.</p>	<p>Redmond has a mix of building types with varying levels of fire protection. Newer buildings are required to have sprinkler systems and are built to updated fire codes. In contrast, the oldest structures often lack both fire alarms and sprinklers, placing them in the high-risk category. The city has also seen an increase in Type V over Type I construction—wood-framed residential units (up to six stories) built above concrete commercial bases. Redmond was an early adopter of fire sprinklers in both commercial and residential buildings, which has helped reduce fire risk in protected structures. However, older, unprotected buildings remain vulnerable due to the absence of modern fire suppression systems.</p>	<p>Sprinkled building fires are most often controlled with 1 or 2 sprinklers activated, holding the fire in place until the fire department arrives to extinguish. These buildings are usually reoccupied within a couple of weeks. In contrast, the non-sprinkled buildings often take more than a year after a significant fire to rebuild and reoccupy.</p>	High
<b>Terrorism</b>	<p>Moderate risk.</p> <p>With such a diverse populace with all types of ethnicities and religions, the City of Redmond is vulnerable to domestic <u>and international</u> terrorism, in which an individual targets a specific race or religious group. Active shooters targeting a group of individuals or at times shooting at random can be a threat to the city of Redmond. As the FBI recently</p>	<p>During large community events sponsored by the city such as Derby Days there is a large concentration of people in a small area that could be an easy target for a terrorist attack. There are no fences/barriers preventing people from entering the events held by the city which increase the hazard of a terrorist attack since anyone can enter with a weapon to an event or drive a car through a crowd of people. Events like these are called “soft</p>	<p>Redmond, like many communities, is not immune to bias-motivated crimes and incidents rooted in racism, nationalism, or other forms of hate. Such incidents, whether verbal threats, physical assaults, or acts of intimidation—create fear and anxiety for</p>	<p>High</p> <p>Bias-motivated crimes and hate incidents are an ongoing concern both nationally and regionally, and Redmond is not immune.</p> <p>Given broader social and political trends, as well as the city's own recent</p>

	<p>stated: “Violent extremists could become inspired by these and previous high-profile attacks to engage in similar acts of violence,” as more incidents happen in the country other individuals could try and engage in similar attacks.</p>	<p>targets, due to limited security and many entry points.</p>	<p>targeted individuals and communities.</p> <p>Beyond those directly affected, these acts erode residents’ sense of safety, belonging, and trust in public spaces. They can also strain community relationships, increase calls for police and victim support services, and generate broader concern among residents about public safety.</p>	<p>history, there is a high likelihood that incidents rooted in racism, nationalism, or other forms of hate will continue to occur.</p>
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## Hazard and Asset Overview Map(s)

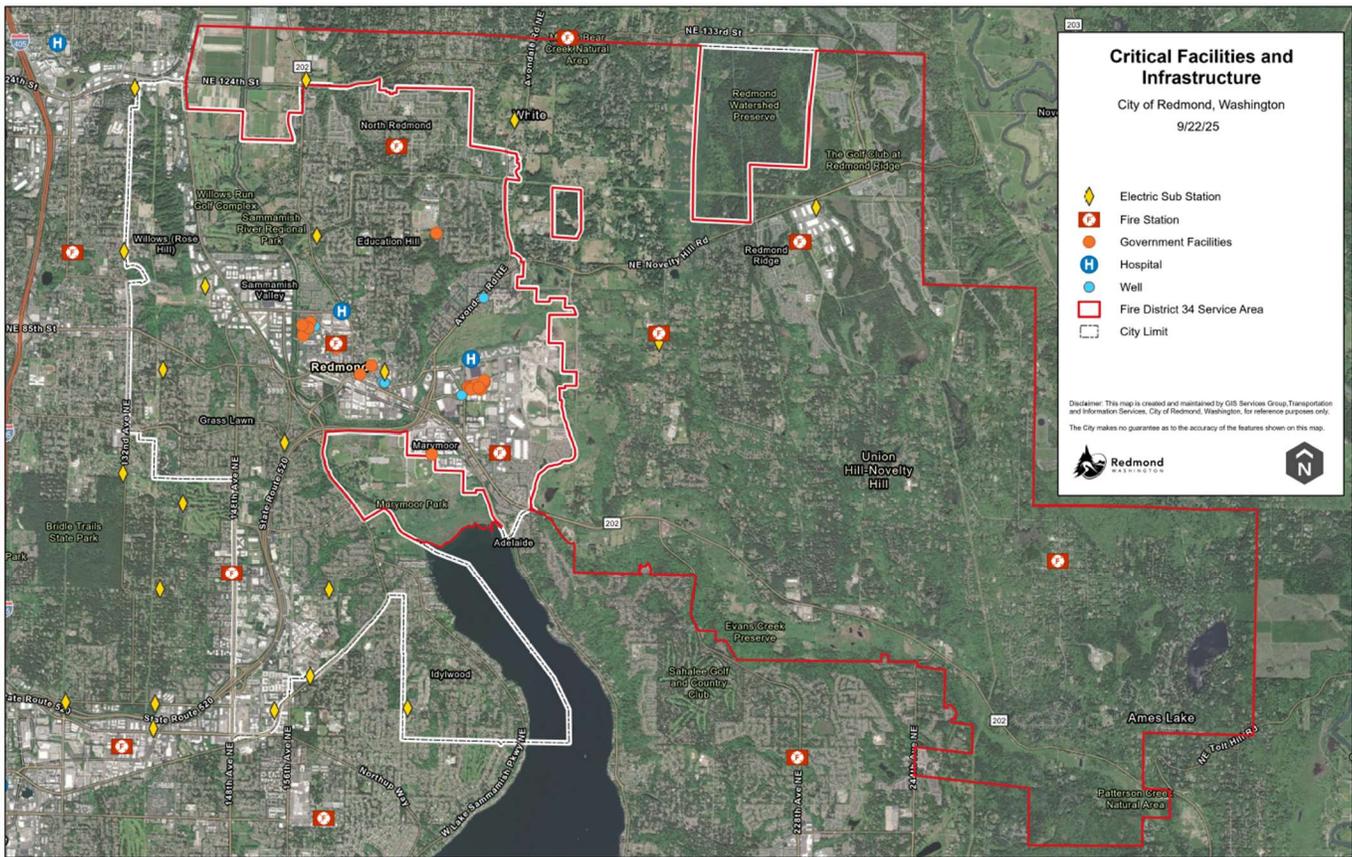


Figure 1: Critical Facilities and Infrastructure.

### Redmond Liquefaction

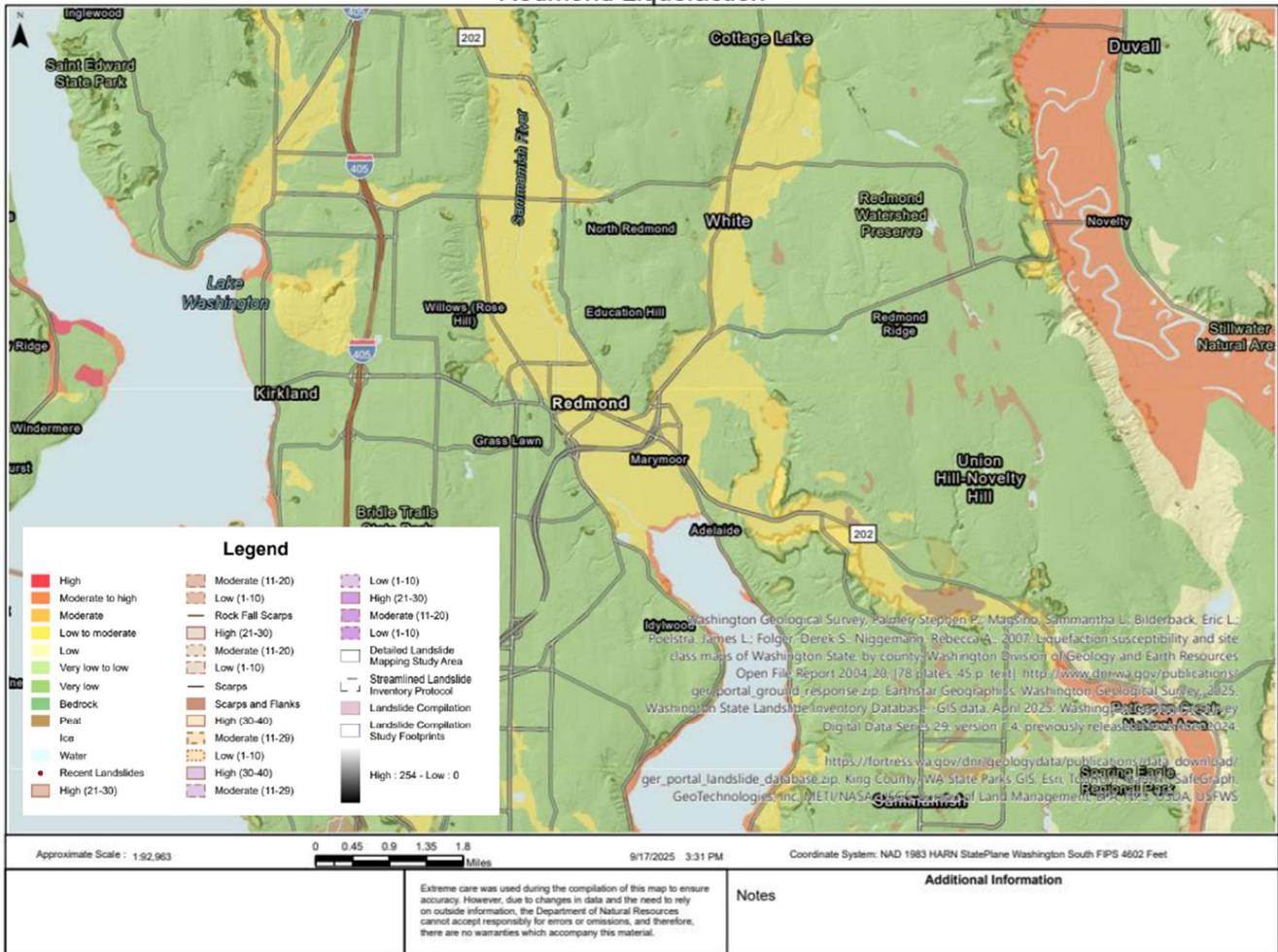
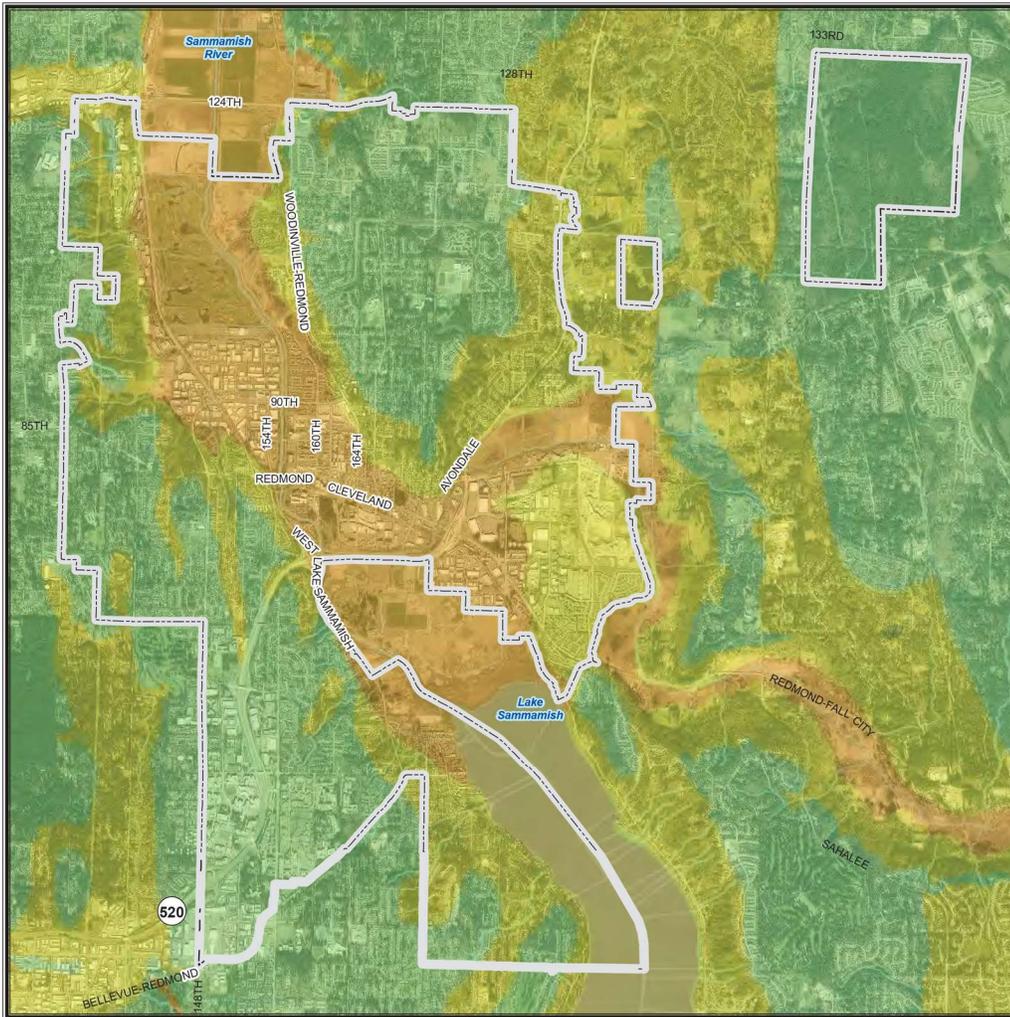


Figure 2: Liquefaction Susceptibility.



### CITY OF REDMOND

#### National Earthquake Hazard Reduction Program (NEHRP) Soil Classification

- Site Class B - Rock
- Site Class C - Very Dense Soil, Soft Rock
- Site Class D - Stiff Soil
- Site Class E - Soft Soil

Soil classification data provided by Washington State Department of Natural Resources, Geology and Earth Resources Division.

The dataset identifies site classes for approximately 33,000 polygons derived from the geologic map of Washington. The methodology chosen for developing the site class map required the construction of a database of shear wave velocity measurements. This database was created by compiling shear wave velocity data from published and unpublished sources, and through the collection of a large number of shear wave velocity measurements from seismic refraction surveys conducted for this project. All of these sources of data were then analyzed using the chosen methodologies to produce the statewide site class maps.

Base Map Data Sources:  
King County, U.S. Geological Survey



Figure 3: Soil Classification

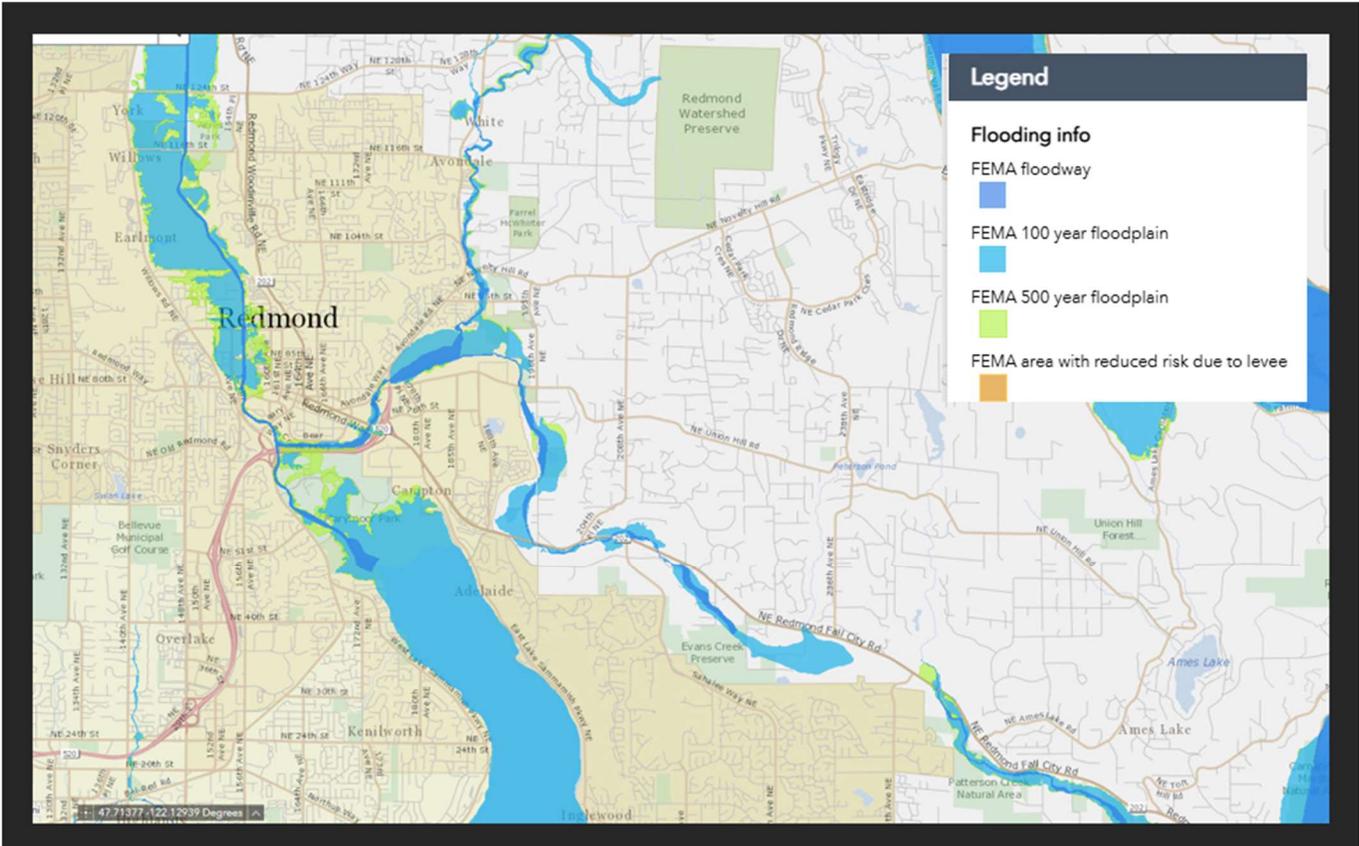


Figure 4: Flood Hazard Areas

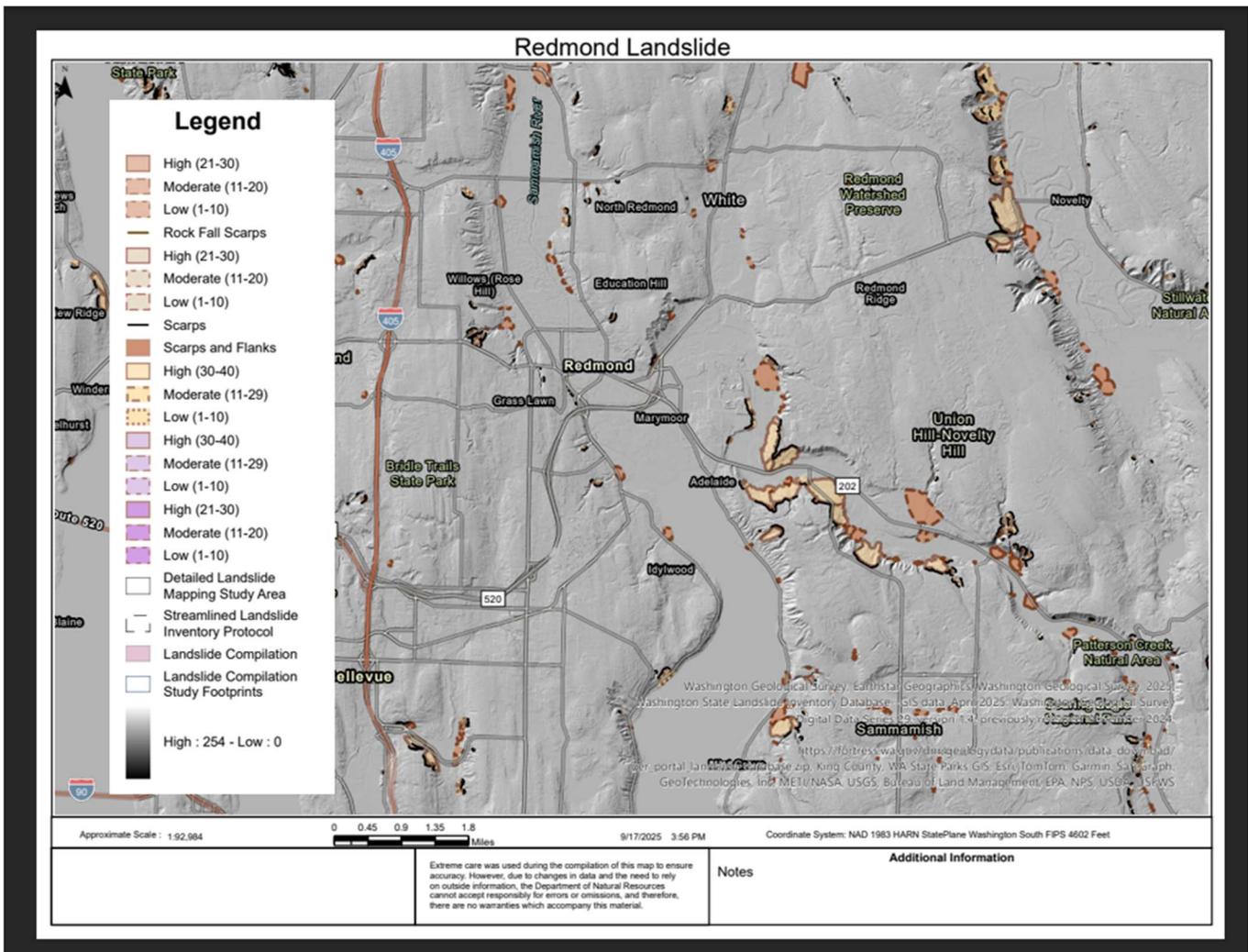


Figure 5: Landslide Hazard Areas

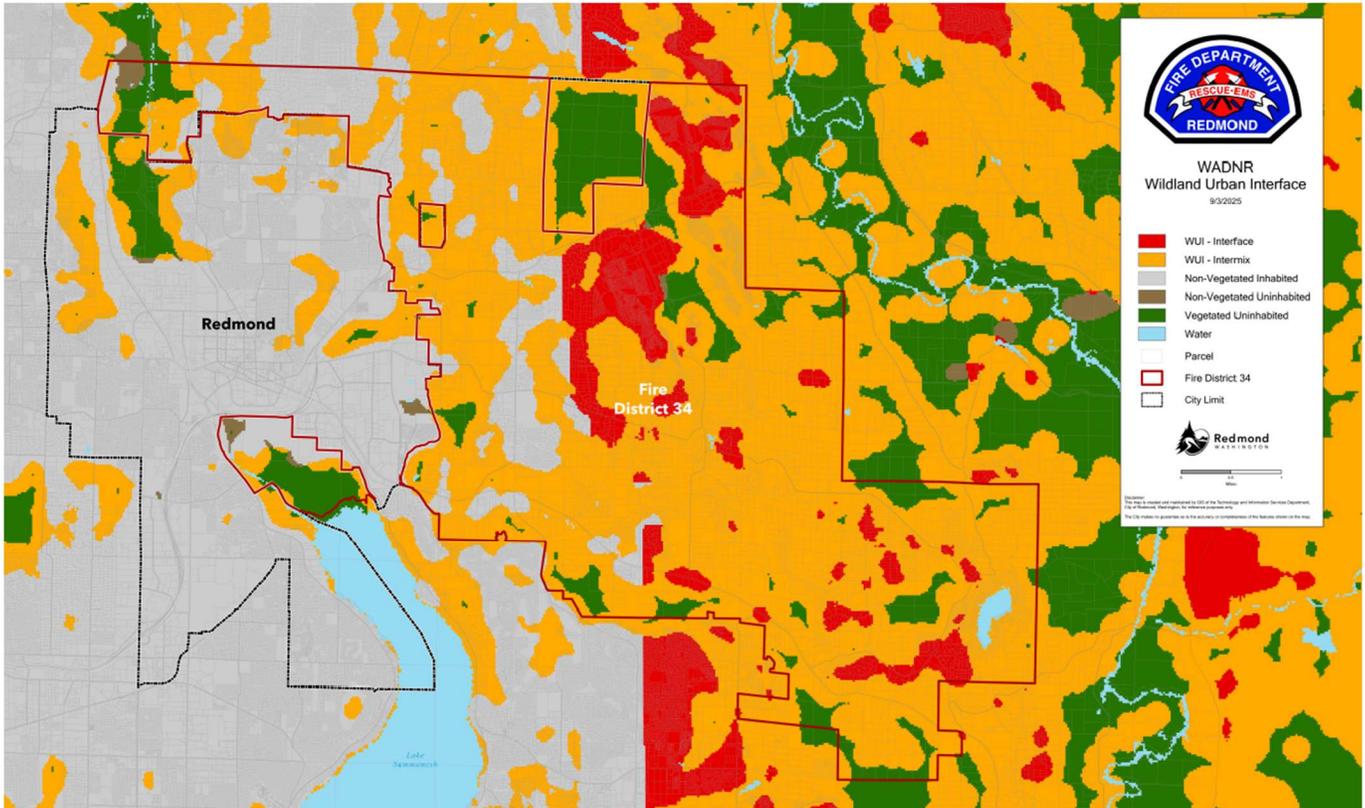


Figure 6: Wildland Urban Interface (Wildfire) Map

## Vulnerable Populations

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According to the 2023 U.S. Census data, over 35,000 people in Redmond were born outside of the USA, indicating that a large portion of the population speaks English as a second language. From an emergency management standpoint, this requires being able to disseminate critical information in a multitude of languages. Whether that information is emergency notifications or producing preparedness materials in different languages, Redmond must be prepared to reach as many residents as possible in their preferred language. Currently, Redmond recognizes that there are five primary languages (besides English) spoken in the city by at least 1 percent of the population. Those five languages are Spanish, Chinese, Hindi, Russian, and Mandarin.

According to 2023 U.S. Census data, 21.2% of Redmond's population is under the age of 18, and 5.3% is under the age of five. Those under the age of five represent a vulnerable population, which, by themselves, cannot understand warnings or emergency alerts without adult supervision. In the case of children separated from their families during an incident, the Office of Emergency Management and other city communications staff need to plan for and be able to assist this population. According to the 2023 U.S. Census data, as of 2023, 5.8% of Redmond's population lives below the poverty line. According to the U.S. Department of Health and Human Services, the U.S. poverty guideline is a median household income of \$31,200 for a family of 4. Redmond's population experiencing poverty may not have an alternate place to go in case of an evacuation order, or they may not have the means to evacuate if they do not have a mode of transportation other than public transit.

In 2023 Redmond completed a Climate Vulnerability Assessment, which provides a high-level summary of climate change, and its potential effect on Redmond's population, neighborhoods and business centers, infrastructure, and services. It identifies vulnerabilities as well as planning, programing, and partnership strategies to enhance Redmond's resilience. The assessment found that some portions of the Redmond community are more vulnerable to the effects of climate stress than others. Certain subsets of the population — including older adults, individuals living alone, and people with low incomes, disabilities, and/or limited English proficiency — require special consideration when planning for resiliency. There are also particular areas in the city — such as heat islands with more pavement and fewer trees, floodplain and landslide hazard areas, and areas with limited access to transit — that may experience larger effects from climate change.

## Plan Update Process

The Emergency Readiness Coordinator Kyle Nelson led the most recent revision of the City of Redmond's Annex to the King County Regional Hazard Mitigation Plan and will maintain the document in cooperation with the King County Office of Emergency Management.

The process began with the Redmond Office of Emergency Management attending the 2025 Hazard Mitigation Plan Steering Committee in March 2024. Redmond OEM also attended the annex workshop in June 2024.

A planning team composed of planning participants and technical advisors was paramount for the development of the plan. The planning team helped address the hazard vulnerabilities found in the City. The planning team members individually met with Kyle Nelson to update hazards. Refer to the "Redmond Planning Team" table for names and contributions.

### Redmond Planning Team

NAME	TITLE	ORGANIZATION	CONTRIBUTION
<b>Kyle Nelson</b>	Emergency Management Program Coordinator	Redmond Office of Emergency Management	Lead Planner
<b>Amee Quiriconi</b>	Deputy Fire Chief	Redmond Fire	Planning Process Facilitator
Ryan Hoover	Communications & Marketing Project Administrator	Executive Department	City of Redmond information contributor and copy edit process.
<b>Michael Despain</b>	Deputy Fire Chief	Redmond Fire	Fire representative assisted with structural fire, wildfire, hazardous materials, and landslide hazards.
<b>Simrat Sekhon</b>	Security and Compliance Manager	Redmond Technology & Information Systems (TIS)	TIS representative for cyber-attack hazard.
<b>Zach Houvener</b>	Deputy Director	Parks and Recreation	Parks representative for winter weather hazard.
<b>Brian Coats</b>	Deputy Police Chief	Redmond Police	Police representative for terrorism and civil disturbance hazards.
<b>Stacy Myers</b>	Senior GIS Analyst	Redmond Technology & Information Systems (TIS)	Geographic Information System (GIS) support
<b>Eric Chen</b>	Administrative Assistant	Redmond Fire Prevention Division	Overview of fire department operational permits for hazardous materials.
<b>Tony Regis</b>	Senior Engineer	Redmond Planning Department	Assisted with NFIP compliance reporting & flooding hazard.
<b>Peter Holte</b>	Senior Planner	Redmond Planning Department	Assisted with NFIP compliance reporting & flooding hazard.
<b>Adnan Shabir</b>	Senior Engineer	Redmond Public Works Department	Critical Infrastructure (Bridges) SME
<b>Jenny Lybeck</b>	Executive Department Manager	Redmond Executive Department	Redmond Environmental Resilience Initiatives SME
<b>Tom Hardy</b>	Senior Environmental Scientist	Redmond Public Works	Assisted with Floodplain 2025-2030 mitigation plan development.

### Plan Update Timeline

PLANNING ACTIVITY	DATE	SUMMARY	ATTENDEES
<b>King County Hazard Mitigation Plan Steering Committee</b>	March 2024	King County hosts the Steering Committee meeting for the 2025 Hazard Mitigation Plan	Lisa Figueroa

<b>Hazard Mitigation Plan Annex Workshop</b>	June 2024	King County hosts an annex workshop for the 2025 Hazard Mitigation Plan	Lisa Figueroa
<b>Annex Plan Discussion</b>	09/05/25	Discussed timeline for submission regarding Redmond's Annex.	Kyle Nelson & Mercedes Stroeve
<b>Earthquake Retrofitting for Fire Stations Overview</b>	09/08/25	Reviewing progress of fire station earthquake retrofitting mentioned in 2020 Redmond Annex.	Kyle Nelson & Quinn Kuhnhausen
<b>Hazardous Materials Operational Permit Overview</b>	09/09/25	Reviewing fire code operational permits for hazardous materials.	Kyle Nelson & Eric Chen
<b>General and demographic information for Annex. Overview of internal review process for edit copy.</b>	09/15/25	Overview of Redmond general information needed for the plan from Ryan. Overview of internal review process.	Kyle Nelson & Ryan Hoover
<b>Hazard discussion: (structural fires, wildland fires, hazardous materials, landslides)</b>	09/18/25	Discussed structure fires, wildland and intermix fires, hazardous materials responses, and landslide hazards.	Kyle Nelson & Michael Despain
<b>Hazard discussion: Flooding and National Flood Insurance Program (NFIP) compliance</b>	09/19/25	Discussed flooding in Redmond & NFIP compliance.	Kyle Nelson, Tony Regis, & Peter Holte
<b>Hazard discussion: (cyber-attack)</b>	09/19/25	Discussed cyber-attack hazard for Redmond.	Kyle Nelson & Simrat Sekhon
<b>Hazard discussion: terrorism &amp; civil unrest</b>	09/22/25	Reviewed terrorism and civil unrest in Redmond.	Kyle Nelson & Brian Coats
<b>GIS Mapping</b>	09/22/25	Discussed GIS maps for the plan.	Kyle Nelson & Stacy Myers
<b>Hazard Mitigation Strategy Planning (Climate Impacted Hazards)</b>	09/29/25	Reviewing Redmond's environmental resiliency initiatives and incorporating them into the hazard mitigation plans.	Kyle Nelson & Jenny Lybeck
<b>Hazard Mitigation Strategy Planning: Floodplain Map Updating</b>	09/30/25	Reviewing Redmond's floodplain map plan to inform development.	Kyle Nelson & Tom Hardy

## Public Outreach

### Public Outreach Events

EVENT	DATE	SUMMARY	ATTENDEES
<b>2021 Social Media Outreach Campaign</b>	Multiple	Public education on the following topics: <ul style="list-style-type: none"> <li>• Earthquake warning system testing</li> <li>• Winter weather preparedness</li> </ul> Emergency supply kit preparedness	Community members who follow the Redmond Fire Department’s Facebook page.
<b>2022 Social Media Outreach Campaign</b>	Multiple	Public education on the following topics: <ul style="list-style-type: none"> <li>• Winter road safety.</li> <li>• Cold weather safety</li> <li>• Winter weather preparedness</li> </ul>	Community members who follow the Redmond Fire Department’s Facebook page.
<b>Redmond High School CERT - Final Drill</b>	1/21/22	Assisted with Redmond High School’s CERT final drill	Redmond High School CERT class students
<b>Emergency Preparedness Booth</b>	10/15/22	Staffed an emergency preparedness public information booth at a fire station open house.	Community members.
<b>2023 Social Media Outreach Campaign</b>	Multiple	Public education on the following topics: <ul style="list-style-type: none"> <li>• Heat safety</li> <li>• Water safety</li> <li>• Wildfire safety</li> <li>• Thunderstorm safety</li> <li>• “Great Shakeout” earthquake awareness</li> </ul>	Community members who follow the Redmond Fire Department’s Facebook Page.
<b>Emergency Preparedness Expo</b>	5/11/23	Presenting emergency preparedness to Redmond community members.	Community members.
<b>Spring Safety Fair</b>	5/20/23	Staffed an emergency preparedness public education booth.	Community members.

<b>Derby Days</b>	July 2023	Staffed an emergency preparedness public education booth.	Community members.
<b>Friendly Village Preparedness Event</b>	8/22/23	Presenting emergency preparedness to the Friendly Village.	Friendly Village community members.
<b>Redmond Library Event</b>	10/19/23	Staffed an emergency preparedness public education booth at Redmond library.	Community members.
<b>Community Emergency Response Team (CERT) Course</b>	November 2023	CERT training for community members to increase their resiliency.	Approximately 25 community members.
<b>Rosa Parks PTSA Emergency Preparedness Presentation</b>	11/9/23	Presenting emergency preparedness to the Rosa Parks PTSA.	Rosa Parks PTSA
<b>2024 Social Media Outreach Campaign</b>	Multiple	Public education on the following topics: <ul style="list-style-type: none"> <li>• Cooking safety</li> <li>• National preparedness month</li> <li>• CPR/AED Awareness</li> <li>• Winter driving safety</li> <li>• Flood and winter weather driving safety</li> <li>• Candle safety</li> <li>• Fireplace safety</li> <li>• Lightning safety</li> </ul>	Community members who follow the Redmond Fire Department's Facebook Page.
<b>Redmond High School CERT - Final Drill with L-116</b>	1/6/24	Assisted with Redmond High School's CERT final drill, including Ladder 116.	Redmond High School CERT class students, Ladder Company 116 from Redmond Fire.
<b>Community Emergency Response Team (CERT) Course</b>	May 2024	CERT training for community members to increase their resiliency.	Approximately 25 community members.
<b>Providence John Gabriel House Emergency Preparedness Training</b>	May 2024	Educated members of Providence John Gabriel House on assembling emergency go-bags, emergency food and water	Members of Providence John Gabriel House

		supplies, emergency alerting, and volunteer opportunities.	
<b>HAM Radio Training</b>	June 2024	HAM radio training for community members	Community Members
<b>Trilogy Block Leader Meeting</b>	9/30/2024	Emergency preparedness training with Trilogy neighborhood's block leaders.	Block leaders within the Trilogy neighborhood.
<b>Community Emergency Response Team (CERT) Course</b>	November 2024	CERT training for community members to increase their resiliency.	Approximately 25 community members.
<b>Muslim Association of Puget Sound (MAPS) Emergency Preparedness Outreach</b>	11/16/24	Presenting emergency preparedness education to MAPS.	Community members of MAPS.

### Redmond Hazard Mitigation Program

Hazard mitigation strategies in the City of Redmond are managed through a collaborative process involving the Office of Emergency Management and many city departments, including Public Works, Redmond Fire, Redmond Police, the Planning Department, the Parks and Recreation Department, and TIS.

Strategies involving community resiliency and community education on emergency preparedness are managed by the City's Office of Emergency Management with input from established volunteers like the ARES and CERT groups.

Redmond's future mitigation efforts were established based on previous city plans, the 2023 Climate Vulnerability Assessment, as well as information provided by the City's own subject matter experts from different city departments. Each of the initiatives in this plan was identified as necessary to meet the goals and objectives of the City as they relate to level of service, resilience, preservation, health, and safety.

**Plan Goals**

The goal of the 2025 City of Redmond's Annex to the King County Regional Hazard Mitigation Plan is to create a framework that reduces the impact and susceptibility of the identified hazards on people, property, and the environment, prioritizing historically underserved communities.

### Plan Monitoring, Implementation, and Future Updates

King County leads the mitigation plan monitoring and update process and schedules the annual plan check-ins and bi-annual mitigation strategy updates. Updates on mitigation projects are solicited by the county for inclusion in the countywide annual report. As part of participating in the 2025 update to the Regional Hazard Mitigation Plan, every jurisdiction agrees to convene their internal planning team at least annually to review their progress on hazard mitigation strategies and to update the plan based on new data or recent disasters.

As part of leading a countywide planning effort, King County Emergency Management will send to the City of Redmond any federal notices of funding opportunity for the Hazard Mitigation Assistance Grant Program. Proposals from partners will be assessed according to the prioritization process identified in this plan and the

county will, where possible, support those partners submitting grant proposals. This will be a key strategy to implement the plan.

The next plan update is expected to be due in April 2030. All jurisdictions will submit letters of intent by 2028, at least two years prior to plan expiration. The county will lead the next regional planning effort, beginning at least 18 months before the expiration of the 2025 plan.

Continued Public Participation

**The City of Redmond maintains strong public outreach efforts focused on personal preparedness and education.** Updates on the implementation of the hazard mitigation plan will be shared through these efforts, and community feedback will be actively encouraged.

The Office of Emergency Management will continue to seek opportunities to engage the public on local hazard preparedness. These efforts help residents understand how their individual actions contribute to, and are supported by, broader risk-reduction strategies.

## Hazard Mitigation Authorities, Responsibilities, and Capabilities

### Plans

PLAN TITLE	RESPONSIBLE AGENCY	POINT OF CONTACT	RELATIONSHIP TO HAZARD MITIGATION PLAN
<b>Comprehensive Emergency Management Plan</b>	Office of Emergency Management	Amee Quiriconi	The Hazard Mitigation Plan provides the risk profiles that support the development of the CEMP.
<b>Redmond 2050 Comprehensive Plan</b>	Redmond Planning Branch	Jeff Churchill	Helped build mitigation strategies.
<b>Information Security Incident Response Plan</b>	Redmond TIS Department	Simrat Sekhom	Helped identify hazards. Currently under development.

*Programs, Policies, and Processes*

PROGRAM/POLICY	RESPONSIBLE AGENCY	POINT OF CONTACT	RELATIONSHIP TO HAZARD MITIGATION PLAN
<b>2021 International Building &amp; Residential Codes</b>	Planning Department	Jason Lynch	Building codes ensure new construction and substantial improvements meet international safety standards in building. This helps mitigate damage to property and injuries during several hazards mentioned herein.
<b>2021 International Fire Code</b>	Fire Prevention Division	Rich Gieseke	Fire code requirements mitigate the risk of structure fires within Redmond.
<b>Emergency Management Program</b>	Office of Emergency Management	Amee Quiriconi	Deputy Director Over the Office of Emergency Management
<b>National Flood Insurance Program</b>	Planning Department	Tony Regis	The NFIP insures properties in and around the floodplain in Redmond.
<b>Critical Area Ordinance</b>	Redmond Planning Department	David Lee	<p>The City of Redmond’s Hazard Mitigation Plan is closely aligned with the City’s Critical Areas Ordinance (CAO), which provides regulatory protections for environmentally sensitive and hazard-prone areas. The CAO identifies and regulates five types of critical areas: wetlands, frequently flooded areas, geologically hazardous areas, fish and wildlife habitat conservation areas, and critical aquifer recharge areas</p> <p>1</p> <p>These regulations are designed to prevent loss of ecological function, reduce exposure to natural hazards, and protect public health and safety. The CAO</p>

			<p>supports hazard mitigation by limiting development in high-risk areas, requiring site-specific assessments, and enforcing performance standards that reduce the likelihood of flooding, landslides, and groundwater contamination.</p> <p>The HMP recognizes the CAO as a foundational regulatory tool that contributes to the City’s overall risk reduction strategy. By directing incompatible land uses away from critical areas and requiring mitigation for unavoidable impacts, the CAO helps prevent cumulative environmental degradation and minimizes the potential for disaster-related losses. The City’s approach to critical areas management—emphasizing “no net loss” of ecological function and proactive hazard avoidance—reinforces the goals of the HMP and ensures consistency with state and regional planning frameworks.</p>
<p><b>Shoreline Master Program</b></p>	<p>Planning Department</p>	<p>David Lee</p>	<p>The City of Redmond’s Hazard Mitigation Plan aligns with the goals and regulatory framework of the Shoreline Master Program (SMP), which governs land use and environmental protection within shoreline jurisdictions. The SMP supports hazard mitigation by regulating</p>

			development in flood-prone and ecologically sensitive areas, ensuring no net loss of shoreline ecological
<b>Redmond Zoning Code</b>	Redmond Planning Department	Jeff Churchill	Regulates land use in the City of Redmond.

### Entities Responsible for Hazard Mitigation

AGENCY/ORGANIZATION	POINT OF CONTACT	RESPONSIBILITY(S)
<b>Office of Emergency Management</b>	Kyle Nelson	Lead Planner
<b>Redmond Fire</b>	Michael Despain	Contributor
<b>Redmond Police</b>	Brian Coats	Contributor
<b>Fire Prevention Division</b>	Rich Gieseke	Contributor
<b>TIS</b>	Simrat Sekhon	Contributor
<b>Planning Department &amp; Public Works</b>	Tony Regis, Tom Harty, & Peter Holte	Contributor

### National Flood Insurance Program

#### National Flood Insurance Program Compliance

<b>What department is responsible for floodplain management in your community?</b>	This is a shared responsibility between the Planning Department and Public Works Department.
<b>Who is your community's floodplain administrator? (title/position)</b>	Jason Lynch, Building Official
<b>What is the date of adoption of your flood damage prevention ordinance?</b>	RMC 15.04 was first adopted 1979. Last updated in 2020.
<b>When was the most recent Community Assistance Visit or Community Assistance Contact?</b>	Redmond met with the Department of Ecology in March 2021 most recently for Community Assistance Visit.
<b>Does your community have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are?</b>	No.
<b>Do your flood hazard maps adequately address the flood risk within your community? If so, please state why.</b>	Yes. We are required as per our Critical Areas Ordinance 20D.140.10-040 (7) Critical Areas Maps to map Frequently Flooded Areas.
<b>Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of training/assistance is needed?</b>	Yes. We are continually looking for training opportunities.
<b>Does your community participate in the Community Rating System (CRS)? If so, what is your CRS Classification and are you seeing to improve your rating? If not, is your community interested in joining CRS?</b>	Redmond has a Class 5 CRS status.

How many Severe Repetitive Loss (SRL) and Repetitive Loss (RL) properties are in your jurisdiction?	SRL: None RL: None
Has your community ever conducted an elevation or buy out of a flood-prone property? If so, what fund source did you use? If not, are you interested in pursuing buyouts of flood prone properties?	Redmond bought Keller Farm and other properties with City Stormwater Funds. Redmond also uses Transfer Development Rights to secure conservation easements on some properties in the floodplain.

## Hazard Mitigation Strategies

### 2020 Hazard Mitigation Strategy Status

STRATEGY	DESCRIPTION	PRIORITY	STATUS
<b>Community Outreach Programs</b>	To mitigate impacts involved with isolation following a severe hazard event, Redmond will develop outreach activities to enable Redmond residents, businesses and visitors to survive in-place for more than three days.	High	Long term – Ongoing The community outreach programs continue with several CERT courses being offered between 2022 and 2024. Additionally, multiple outreach, education, and resource events were hosted between 2020 and 2025.
<b>Seismic Retrofit of Fire Station 16</b>	Seismically retrofit fire station 16.	High	Complete. Fire stations 14, 16, & 18 were seismically retrofitted between 2020 and 2024.
<b>Resilient Transportation Networks</b>	To mitigate against the loss of major transportation facilities in and around the City, Redmond will invest resources in building more resilient transportation networks.	Moderate	Complete. In partnership with Sound Transit, the Light Rail 2 Line successfully opened multiple stations in Redmond. The 2 Line connects from the South Bellevue Park & Ride to the Downtown Redmond station. Once the line crosses the I-90 floating bridge, Downtown Redmond and the other Redmond stations will connect all the way to Angle Lake to the South and Lynwood to the North.
<b>Seismic Retrofit of Critical Bridges</b>	To structurally reinforce critical bridges in	High	Ongoing. The City of Redmond is planning on conducting a reevaluation

	preparation of earthquakes.		of bridges to better prioritize seismic retrofitting.
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### 2025 Hazard Mitigation Strategies

STRATEGY	LEAD AGENCY/POC	TIMELINE	PRIORITY
Enhance Community Communications	City of Redmond Office of Emergency Management/Kyle Nelson	2025-2030	High
Updating Floodplain Maps	City of Redmond Planning Department/Tom Hardy	2025-2030	Moderate
Launch Community Resilience Hubs	City of Redmond Fire Department/Amee Quiriconi	2025-2030	Moderate
Community Resilience Through Outreach	City of Redmond Office of Emergency Management/Kyle Nelson	Ongoing	High
Essential Facilities Resilience and Modernization	City of Redmond Planning Department/Vangie Garcia	2025-2030	High

### ENHANCE COMMUNITY COMMUNICATIONS

Lead Points of Contact Emergency Readiness Coordinator	Partner Points of Contact City of Redmond TIS	Hazards Mitigated / Goals Addressed  Hazards Mitigated: <ul style="list-style-type: none"> <li>• Earthquake</li> <li>• Flood</li> <li>• Landslide</li> <li>• Severe Weather</li> <li>• Severe Winter Weather</li> <li>• Tsunami/Seiche</li> <li>• Volcano</li> <li>• Wildfire</li> <li>• Civil Disturbance</li> <li>• Cyber Attack</li> <li>• Dam Failure</li> </ul>	Funding Sources and Estimated Costs General Funds & EMPG  \$9,992.19 (AM 1650) \$37,000 (third-party alerting system)
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		<ul style="list-style-type: none"> <li>• Hazardous Materials Release</li> <li>• Public Health Emergency</li> <li>• Structure Fire</li> <li>• Terrorism</li> </ul> <p>Communications and Warning Emergency Public Information and Education</p>	
<p>Strategy Vision/Objective</p> <p>To build a resilient, informed, and connected community through modernized emergency communication systems that leverage both traditional and emerging technologies to ensure timely, accessible, and reliable public warnings and information.</p>			
<p>Mitigation Strategy</p> <ol style="list-style-type: none"> <li>1. <b>Modernizing AM Radio Infrastructure</b> <ul style="list-style-type: none"> <li>• Upgrade and maintain AM radio systems to ensure robust, redundant communication capabilities during emergencies.</li> <li>• Integrate internet streaming of AM broadcasts to expand accessibility across digital platforms and devices.</li> </ul> </li> <li>2. <b>Expanding Digital Communication Channels</b> <ul style="list-style-type: none"> <li>• Acquire and implement third-party communication platforms that enable direct, real-time engagement with community members via text, email, mobile apps, and social media.</li> <li>• Ensure platforms are inclusive, multilingual, and ADA-compliant to reach diverse populations.</li> </ul> </li> <li>3. <b>Increasing Public Awareness and Trust</b> <ul style="list-style-type: none"> <li>• Launch public education campaigns to raise awareness of available emergency communication tools and how to access them.</li> <li>• Partner with community organizations to promote preparedness and ensure equitable access to information.</li> </ul> </li> </ol>			
<p>2-Year Objectives</p> <ul style="list-style-type: none"> <li>• Contract services for AM 1650 equipment maintenance and improvements for existing levels of AM radio capability.</li> <li>• Contract services for and integrate internet streaming of AM 1650.</li> <li>• Contract for services with a to-be-determined third-party vendor for an alerting system that would allow Redmond Fire to directly push communications to community members.</li> </ul>	<p>5-Year Objectives</p> <ul style="list-style-type: none"> <li>• Implement the to-be-determined third-party platform to establish alerting directly to community members.</li> <li>• Partner with OEM Volunteers to educate the public on AM 1650 and Redmond’s to-be-determined alerting platform.</li> </ul>	<p>Long-Term Objectives</p> <p>Community members are aware of the multitude of public information, communications and warning mediums and are highly engaged with these systems.</p>	

Implementation Plan/Actions

- Procure services to restore, maintain, and improve AM 1650’s physical infrastructure.
- Procure the capability to stream AM 1650 over the internet.
- Select a third-party alerting system vendor.
- Implement the selected third-party platform for alerting.
- Create public education campaign to inform community members of the various emergency public information, communication and warning tools available to them from the City of Redmond.
- Implement the public education campaign with support from the Redmond OEM Volunteers.

Performance Measures

- AM 1650’s radio radius is maximally maintained
- AM 1650 is streamed over the internet
- Redmond has procured and implemented a third-party alerting system
- A public education campaign is designed and implemented regarding AM 1650 and the third-party alerting system.

### Updating Floodplain Maps for Informed Development

<p>Lead Points of Contact City of Redmond Public Works Department</p>	<p>Partner Points of Contact Planning Department</p>	<p>Hazards Mitigated / Goals Addressed  This will mitigate flood hazards.</p>	<p>Funding Sources and Estimated Costs General Funds  Cost to be determined.</p>
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Strategy Vision/Objective

To improve Redmond’s flood preparedness, emergency planning, and climate resilience by updating local floodplain maps in coordination with FEMA, reflecting the increasing frequency and severity of flood events, particularly along Bear Creek, so that future development and policy decisions are based on the most accurate and current data.

Mitigation Strategy

Redmond will lead a data-driven initiative to update local floodplain maps in partnership with FEMA and regional stakeholders. This strategy will enhance the accuracy of flood risk assessments, inform land use and development decisions, and strengthen emergency preparedness. By integrating updated hydrologic modeling, community engagement, and interagency coordination, the City will ensure that floodplain management reflects current and future climate realities, particularly the shift of Bear Creek’s 100-year flows toward 500-year event levels.

2-Year Objectives	5-Year Objectives	Long-Term Objectives
<ul style="list-style-type: none"> <li>• <b>Hydrologic Analysis:</b> Conduct updated modeling of Bear Creek and other key waterways using recent precipitation and flow data.</li> <li>• <b>FEMA Coordination:</b> Initiate formal collaboration with FEMA to align local mapping updates with federal standards and timelines.</li> <li>• <b>Stakeholder Engagement:</b> Engage developers, residents, and environmental groups to raise awareness and gather input on flood risk and mapping needs.</li> <li>• <b>Preliminary Map Updates:</b> Develop draft floodplain maps for internal review and scenario planning.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Adopt Updated Maps:</b> Finalize and adopt new floodplain maps in coordination with FEMA and regional partners.</li> <li>• <b>Policy Alignment:</b> Update zoning, building codes, and development review processes to reflect new flood risk zones.</li> <li>• <b>Emergency Planning Integration:</b> Incorporate updated flood data into emergency response plans, evacuation routes, and public alert systems.</li> <li>• <b>Public Education Campaign:</b> Launch a citywide campaign to educate residents and businesses about updated flood risks and preparedness actions.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Climate-Responsive Planning:</b> Use updated maps to guide long-term land use, infrastructure investments, and green infrastructure projects.</li> <li>• <b>Ongoing Monitoring:</b> Establish a recurring review cycle (e.g., every 5–10 years) to reassess floodplain data as climate conditions evolve.</li> <li>• <b>Regional Leadership:</b> Position Redmond as a regional leader in climate-adaptive floodplain management and data transparency.</li> </ul>

### Implementation Plan/Actions

- **Initiate Hydrologic and Hydraulic Study**  
Partner with consultants and regional agencies to model updated flood flows—especially for Bear Creek—using recent climate data, LiDAR, and stream gauge records.
- **Establish FEMA Coordination Framework**  
Formally engage with FEMA to align local mapping efforts with federal standards and initiate the map revision process under FEMA’s Risk MAP program.
- **Engage Stakeholders and the Public**  
Conduct outreach to developers, residents, environmental groups, and emergency responders to gather input and build awareness of the mapping update process.
- **Develop Draft Floodplain Maps**  
Create preliminary maps that reflect updated 100-year and 500-year flood scenarios and assess potential impacts on land use and infrastructure.
- **Review and Validate Maps**  
Facilitate technical and public review of draft maps, incorporating feedback and ensuring scientific accuracy and community relevance.
- **Adopt and Integrate Final Maps**  
Finalize and adopt the updated maps through City Council and FEMA approval processes. Update zoning, permitting, and emergency plans accordingly.
- **Launch Public Education and Preparedness Campaign**  
Roll out a communications campaign to inform residents and businesses about new flood risks, insurance implications, and preparedness actions.

### Performance Measures

- **Completion of Updated Floodplain Maps**  
Target: Final FEMA-approved floodplain maps adopted by Year 5.  
Purpose: Tracks the core deliverable of the initiative.
- **Accuracy of Flood Risk Modeling**  
Target: Incorporate at least 3 new data sources (e.g., rainfall intensity, stream gauge data, LiDAR) into hydrologic models.  
Purpose: Ensures scientific rigor and climate relevance.
- **Policy and Code Updates**  
Target: Update at least 3 key policies or codes (e.g., zoning, stormwater, building) to reflect new floodplain data.  
Purpose: Measures integration into regulatory frameworks.
- **Community Engagement Reach**  
Target: Engage at least 500 residents and stakeholders through digital notifications, workshops,

surveys, and public meetings.

Purpose: Ensures transparency and public buy-in.

- Emergency Plan Integration

Target: 100% of City emergency response plans updated with new floodplain data by Year 5.

Purpose: Enhances readiness and risk communication.

## Launch Neighborhood Resilience Hubs

<p>Lead Points of Contact City of Redmond Executive Department &amp; Fire Department</p>	<p>Partner Points of Contact N/A</p>	<p>Hazards Mitigated / Goals Addressed This will mitigate all hazards that displace community members from their homes, disrupt transportation outside neighborhoods, and disrupt supply chains.</p> <p>Hazards Mitigated:</p> <ul style="list-style-type: none"> <li>• Earthquake</li> <li>• Flood</li> <li>• Landslide</li> <li>• Severe Weather</li> <li>• Severe Winter Weather</li> <li>• Tsunami/Seiche</li> <li>• Volcano</li> <li>• Wildfire</li> <li>• Civil Disturbance</li> <li>• Cyber Attack</li> <li>• Dam Failure</li> <li>• Hazardous Materials Release</li> <li>• Public Health Emergency</li> <li>• Structure Fire</li> <li>• Terrorism</li> </ul>	<p>Funding Sources and Estimated Costs</p> <p>Capital Improvement (New City Facilities) Grants Private Partnerships</p> <p>Costs will vary by individual site.</p>
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### Strategy Vision/Objective

To foster a more resilient, connected, and equitable Redmond by expanding and supporting a network of resilience hubs that empower communities before, during, and after emergencies—leveraging City facilities, neighborhood centers, multifamily housing, schools, and nonprofit partnerships.

### Mitigation Strategy

Redmond will advance a community-centered network of resilience hubs by leveraging City facilities, neighborhood spaces, multifamily properties, schools, and nonprofit sites. This strategy focuses on equitable access, strong partnerships, and climate preparedness, ensuring hubs are tailored to local needs and capable of supporting residents during disruptions. Through inclusive engagement, sustainable funding, and community empowerment, the City will build a resilient infrastructure that strengthens social cohesion and enhances emergency response capacity across all neighborhoods.

#### 2-Year Objectives

- **Site Identification & Assessment:** Conduct a citywide assessment to identify and prioritize potential resilience hub locations across City facilities, neighborhoods, multifamily properties, schools, and nonprofits.
- **Partnership Development:** Establish foundational partnerships with key stakeholders including school districts, housing providers, developers, and community-based organizations.
- **Community Engagement:** Launch inclusive engagement efforts to gather input from diverse communities, especially those most vulnerable to climate and emergency risks.
- **Pilot Hubs:** Develop and activate 1–2 pilot resilience hubs to test models, services, and community response.
- **Funding Strategy:** Secure initial funding through grants, City budget allocations, and philanthropic partnerships.

#### 5-Year Objectives

- **Network Expansion:** Scale up to a broader network of resilience hubs across Redmond, ensuring geographic and demographic equity.
- **Integrated Services:** Equip hubs with essential infrastructure for emergency response (e.g., backup power, clean water, communications) and climate resilience (e.g., cooling/warming centers).
- **Capacity Building:** Train volunteers, private partners, and community leaders to operate and manage hubs effectively.
- **Policy Integration:** Embed resilience hub planning into City emergency management, climate action, and land use policies.
- **Sustainable Operations:** Develop and implement a sustainable operations and maintenance model for long-term viability.

#### Long-Term Objectives

- **Community-Led Governance:** Transition hub leadership and programming to community-based governance models where appropriate.
- **Resilience Culture:** Foster a citywide culture of preparedness, mutual aid, and climate resilience through ongoing education and engagement.
- **Regional Collaboration:** Position Redmond’s resilience hub network as a model for regional collaboration and replication across the Puget Sound area.
- **Continuous Improvement:** Establish feedback loops

		<p>and performance metrics to adapt and evolve hub services based on community needs and emerging risks.</p>
<p>Implementation Plan/Actions</p> <ol style="list-style-type: none"> <li>1. <b>Expand Access Through Diverse Site Development</b> Identify and evaluate City-owned facilities, neighborhood gathering spaces, multifamily properties, schools, and nonprofit locations as potential resilience hub sites. Prioritize locations that serve vulnerable populations and fill geographic or service gaps.</li> <li>2. <b>Strengthen Community Partnerships</b> Collaborate with local nonprofits, school districts, housing providers, and neighborhood associations to co-design hub functions that reflect community needs and cultural contexts.</li> <li>3. <b>Integrate Climate and Emergency Preparedness</b> Ensure each hub is equipped to support residents during climate-related events, power outages, and other emergencies by providing essential services such as cooling/warming centers, charging stations, clean water, and communication tools.</li> <li>4. <b>Promote Equity and Inclusion</b> Center equity in hub planning by engaging historically underserved communities in decision-making, ensuring language access, and tailoring services to meet diverse needs.</li> <li>5. <b>Build Capacity and Sustainability</b> Develop a long-term funding and staffing model to support hub operations, maintenance, and community programming. Explore public-private partnerships and grant opportunities to sustain growth.</li> <li>6. <b>Foster Community Ownership and Engagement</b> Empower residents through training, volunteer opportunities, and participatory governance models that build local leadership and ownership of resilience hubs.</li> </ol>		
<p>Performance Measures</p> <ul style="list-style-type: none"> <li>• Establish at least 5 fully operational resilience hubs by Year 5.</li> <li>• Engage at least 200 residents annually through hub-hosted events, preparedness trainings, and outreach activities.</li> <li>• Ensure that 100% of resilience hubs are located within a 10-minute walk or transit ride for residents in high-vulnerability areas.</li> <li>• Achieve a 90% readiness rating (based on a standardized checklist) for all hubs by Year 5, including backup power, supplies, and communication tools.</li> <li>• Formalize partnerships with at least 15 community-based organizations and private sector partners by Year 5.</li> </ul>		

## Community Resilience Through Outreach

<p>Lead Points of Contact Kyle Nelson Program Coordinator</p>	<p>Partner Points of Contact Amee Quiriconi</p>	<p>Hazards Mitigated / Goals Addressed All Hazards Community Public Safety Strong and Vibrant Neighborhoods</p> <p>Hazards Mitigated:</p> <ul style="list-style-type: none"> <li>• Earthquake</li> <li>• Flood</li> <li>• Landslide</li> <li>• Severe Weather</li> <li>• Severe Winter Weather</li> <li>• Tsunami/Seiche</li> <li>• Volcano</li> <li>• Wildfire</li> <li>• Civil Disturbance</li> <li>• Cyber Attack</li> <li>• Dam Failure</li> <li>• Hazardous Materials Release</li> <li>• Public Health Emergency</li> <li>• Structure Fire</li> <li>• Terrorism</li> </ul>	<p>Funding Sources and Estimated Costs General Fund Grants Citizen Corp Council</p>
<p>Strategy Vision/Objective A community that understands and prepares for the hazards faced while living and working in the city of Redmond. A community that also understands the limitations faced by responders and other government response agencies and understands how individuals can support one another. A robust volunteer program is desirable to assist in community preparedness, particularly in education and outreach.</p>			
<p>Mitigation Strategy Continue providing emergency management preparedness training to the Redmond community. Redmond OEM will evaluate how best to build out and utilize a robust volunteer program to achieve higher saturation of community outreach to community members. This may include CERT classes and other public outreach campaigns.</p>			

<p><b>2-Year Objectives</b> Continue to enhance relationships with preexisting volunteers (e.g. CERT groups and ARES radio group).</p> <p>Host community listening sessions to solicit input in what volunteering and education opportunities they desire from Redmond OEM and the City at large in emergency preparedness.</p>	<p><b>5-Year Objectives</b> Provide multiple community outreach events per calendar year on topics determined in the community listening sessions.</p> <p>Conduct full-scale exercises, including local community groups.</p> <p>Utilization of resilience hubs for neighborhood emergency supply &amp; distribution post-disaster.</p>	<p><b>Long-Term Objectives</b> A prepared and resilient community partnering with community members as volunteers to supplement city resources.</p>
<p><b>Implementation Plan/Actions</b></p> <p>Redmond OEM will strengthen existing partnerships with volunteers to help prepare the community for emergencies and will support them in leading education and training events.</p>		
<p><b>Performance Measures</b> Enhancement of the existing volunteer program.</p> <p>Redmond Fire, through the Office of Emergency Management and the volunteer program, will host multiple public outreach and education events each year.</p>		

### Essential Facilities Resilience and Modernization

<p><b>Lead Points of Contact</b></p> <p>City of Redmond Public Works Department, Capital Division</p>	<p><b>Partner Points of Contact</b></p> <p>City of Redmond Parks Department, Facilities Division City of Redmond Planning Department City of Redmond Fire Department</p>	<p><b>Hazards Mitigated / Goals Addressed</b></p> <p>Hazards Mitigated:</p> <ul style="list-style-type: none"> <li>• Earthquake</li> </ul>	<p><b>Funding Sources and Estimated Costs</b></p> <p><u>Maintenance &amp; Operations Center (MOC):</u> \$225,000,000</p> <p>Capital Improvement Funds Real Estate Excise Tax Bond Issuance</p>
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		<p><u>Fire Station 11:</u> \$21,585,722</p> <p>Capital Improvement Funds Impact Fee</p> <p><u>Estimated Combined Cost:</u> \$246,585,722</p>
<p>Strategy Vision/Objective</p> <p>To ensure uninterrupted emergency response and recovery operations by modernizing and replacing essential public safety and infrastructure facilities to meet or exceed current seismic, structural, and operational standards, thereby enhancing community resilience and public safety. The two essential government facilities identified are Fire Station 11 and the Maintenance and Operations Center (MOC). Both facilities house essential city personnel and equipment that must always be capable of responding quickly to structure and wildland fires, hazardous materials releases, medical emergencies, and critical infrastructure repairs to systems providing transportation, drinking water, and wastewater.</p> <p>This program supports the City's broader hazard mitigation goals by strengthening the resilience of facilities that are foundational to emergency response and recovery operations.</p>		
<p>Mitigation Strategy</p> <p><b>Maintenance and Operations Center (MOC) Replacement</b> The Maintenance and Operations Center (MOC) is a critical facility supporting citywide emergency services. It houses fire and emergency medical response apparatus, heavy vehicles, and the personnel responsible for their maintenance and deployment. The MOC also supports continuous operations for essential infrastructure systems, including transportation, drinking water, and wastewater by housing equipment and personnel that must be capable of always responding quickly. Due to the facility's age and condition, a full replacement is necessary. As a hub for emergency response, the MOC qualifies as a Risk Category IV essential facility under IBC Section 1604.5. The new facility will be designed and built to meet these stringent standards, ensuring it remains operational during and after major events like earthquakes to support emergency response and recovery efforts, increasing the city's resilience.</p> <p><b>Fire Station 11 Modernization</b> Fire Station 11 is a critical public safety facility that houses emergency response personnel and equipment for operations in the community, including fire suppression, hazardous materials releases, rescue operations, and emergency medical services. Although it is located within a low to moderate liquefaction zone, level of service requirements and site constraints prevent relocation. Therefore, the existing station must be modernized in place, and eventually rebuilt in later decades, to meet current seismic and structural standards. In accordance with the International Building Code (IBC) Section 1604.5, Fire Station 11 is classified as a <b>Risk Category IV</b> structure due to its essential role in emergency response. The eventual replacement facility will be designed to ensure operational continuity during and after seismic or other catastrophic events, incorporating enhanced structural resilience, life safety systems, and modern operational capabilities. The upcoming modernization will mitigate damage from an earthquake until then, ensuring higher capabilities of responding during and after disasters such as earthquakes.</p>		

<p>2-Year Objectives</p> <p>Designing new structures to remain operational during and after major disaster events, including earthquakes.</p> <p><u>MOC</u> Validation, design, and permitting.</p> <p><u>Fire Station 11</u> Feasibility study to determine scope &amp; schedule.</p>	<p>5-Year Objectives</p> <p><u>MOC</u> Construction, closeout, and move in of MOC.</p> <p><u>Fire Station 11</u> Validation, design, permitting, and beginning construction.</p>	<p>Long-Term Objectives</p> <p>Ensuring uninterrupted emergency services from Fire Station 11 &amp; the MOC through modernized infrastructure and supporting systems.</p> <p>Maintain and periodically reassess category IV facilities to ensure continued resilience under construction codes adopted when designed.</p> <p>Expand the program to assess and modernize additional essential facilities.</p>
<p>Implementation Plan/Actions</p> <p>Maintenance and Operations Center (MOC):</p> <ul style="list-style-type: none"> <li>• Validation Phase</li> <li>• Phase 1 (Design &amp; Permitting)</li> <li>• Phase 2 (Constriction)</li> <li>• Closeout</li> <li>• Move in/Occupancy</li> </ul> <p>Fire Station 11:</p> <ul style="list-style-type: none"> <li>• Validation Phase</li> <li>• Phase 1 (Design &amp; Permitting)</li> <li>• Phase 2 (Constriction)</li> <li>• Closeout</li> <li>• Move in/Occupancy</li> </ul>		
<p>Performance Measures</p> <ul style="list-style-type: none"> <li>• Facilities meet or exceed IBC requirements adopted during design</li> <li>• Milestones are met on time and within budget</li> <li>• Stakeholder satisfaction with design and functionality is achieved</li> </ul>		



Memorandum

Date: 3/3/2026  
Meeting of: City Council

File No. AM No. 26-031  
Type: Consent Item

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

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Manager
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TITLE:

Acceptance of the Department of Commerce Climate Planning Grant Award to Support Climate Planning and Resilience Projects, in the Amount of \$359,558

OVERVIEW STATEMENT:

The City of Redmond has been awarded a Climate Planning Grant in the amount of \$359,558 from the Department of Commerce. The grant scope of work includes funding for Environmental Sustainability Action Plan (ESAP) planning and implementation efforts, including community engagement, City operations decarbonization planning, technical support for code work, and grid capacity analysis.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Community Strategic Plan, Environmental Sustainability Action Plan (ESAP), Climate Vulnerability Assessment, Transportation Master Plan, Utilities Strategic Plan
- **Required:**  
The City Council must approve grant acceptance.
- **Council Request:**  
N/A
- **Other Key Facts:**
  - Washington's Climate Planning Grant program is funded by the Climate Commitment Act (CCA) and helps local governments incorporate comprehensive climate change resilience and emission-reduction strategies into comprehensive plan updates.
  - Grant funding for the project must be expended by June 2027.

- The City was allocated \$700,000 through the Climate Planning Grant formula funds program. The City expended \$340,442.08 during the 2023-2025 grant cycle. The attached grant will expend all funding allocated to the City of Redmond.

**OUTCOMES:**

Grant funds will advance key 2025 ESAP initiatives, supporting efforts to reduce greenhouse gas emissions and increase community resilience.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Community outreach will be completed through the project.
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$359,558

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

**Budget Offer Number:**  
000264

**Budget Priority:**  
Healthy and Sustainable

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

*If yes, explain:*  
N/A

**Funding source(s):**  
Grant funds

**Budget/Funding Constraints:**  
N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
2/24/2026	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 projects funded through the grant must be complete by June 30, 2027.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City will not accept grant funding if Council does not approve the grant.

**ATTACHMENTS:**

Attachment A: Grant Agreement



**Interagency Agreement with**

**City of Redmond**

**through**

**Growth Management Services**

**Contract Number:  
26-63330-271**

**For**

**2025-2027 Climate Planning Grant**

**Dated:** Date of Execution

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# Face Sheet

Contract Number: 26-63330-271

**Local Government Division  
Growth Management Services  
2025-2027 Climate Planning Grant**

<b>1. Contractor</b> City of Redmond 15670 NE 85th St PO Box 97010 Redmond, WA 98073		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Jenny Lybeck Manager +1 (425) 556-2121 jlybeck@redmond.gov		<b>4. COMMERCE Representative</b> Noelle Madera Climate Operation Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
<b>5. Contract Amount</b> \$359,558	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2027
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <b>ALN</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV 0003729	<b>12. UBI #</b> 176-000-016	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> Based on the adopted climate element, complete an analysis of code and technical support opportunities for affordable and middle housing, a grid capacity study, and other city operations decarbonization efforts.  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
<b>FOR CONTRACTOR</b>  DRAFT ONLY - DO NOT SIGN  _____ <insert name>, <insert title>  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING**

This Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

“The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).”

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

### **3. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **4. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$359,558, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### **5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of deliverables and services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices and attachments shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63330-271. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar

days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Contract funds must be used only for work covered by this Agreement. All back-up documents such as consultant or subcontractor/subgrantee invoices, expense reports, and/or staff time and expenses related to contract work, should be provided if requested by Commerce.

#### Final Invoices

Commerce will provide notification of the end of contract due date.

#### Grant Timeline

COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to Commerce are eligible for reimbursement under this Contract from July 1, 2025, through the end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Grantee expenses for activities outside this period.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Grantee may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B) that will not increase the line item by more than twenty percent (20%).
- B. The Grantee shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachments B). Conversely, Commerce may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line item amount to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to

the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

**6. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**7. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**8. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**9. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract 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 contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

DRAFT

## Attachment A: Scope of Work

<b>Task/Deliverable</b>	<b>Description</b>	<b>End Date</b>
Section 1	GHG Emissions Inventory	
Section 1, Step 1	Complete 2024 GHG inventory to monitor progress against GHG reduction goals.	3/31/2026
Task 1.1.1	Hire consultant	
Task 1.1.2	Complete data analysis and inventory calculations for calendar year 2024.	
Task 1.1.3	Update past inventories with new methodology.	
<b>Deliverable 1</b>	GHG Emissions Inventory: 2024 GHG Report Summary	6/30/2026
Section 2	Environmental Sustainability Action Plan (ESAP) Refresh	
Section 2, Step 1	Engage with local tribes and vulnerable populations throughout the development of the 2025 Environmental Sustainability Action Plan update.	10/31/2025
Task 2.1.1	Record feedback from engagement efforts to integrate into 2025 ESAP.	
<b>Deliverable 2</b>	ESAP Refresh: Summary of Tribal and vulnerable populations engagement and feedback themes.	3/31/2026
Section 2, Step 2	Update the 2020 ESAP.	10/31/2025
Task 2.2.1	Hire a consultant to conduct emissions analysis and identify community engagement for plan development.	
Task 2.2.2	Engage community, including vulnerable populations, internal staff, and community organizations to inform ESAP Refresh.	
Task 2.2.3	Draft 2025 ESAP and solicit community feedback on format, strategies, and actions.	
<b>Deliverable 3</b>	ESAP Refresh: 2025 Environmental Sustainability Action Plan and Council Resolution	3/31/2026

<b>Task/Deliverable</b>	<b>Description</b>	<b>End Date</b>
Section 3	Partnerships & Engagement: Activate community around implementation of 2025 Environmental Sustainability Action Plan	
Section 3, Step 1	Build capacity within local organizations to engage community members around implementation of the 2025 Environmental Sustainability Action Plan.	10/31/2025 – 6/30/2027
Task 3.1.1	Develop SOW with community organizations to implement programming around climate education and action.	
Task 3.1.2	Hire a consultant to develop educational materials and facilitate capacity building opportunities for NGO partners and the City.	
<b>Deliverable 4</b>	Partnerships and Engagement: Execution of contracts with non-profit organizations.	6/30/2026
Section 4	City Operations Efficiency and Decarbonization Planning	
Section 4, Step 1	Inventory existing plans, studies, and data that impact energy efficiency and decarbonization planning for City owned and operated facilities.	9/30/2026
Task 4.1.1	Hire a consultant	
Task 4.1.2	Review and update equipment inventory based on 2023 Facility Condition Assessment.	
Task 4.1.3	Complete baseline assessment of maintenance and other SOPs that advance efficiency and decarbonization for key city owned and operated facilities.	
Task 4.1.4	Conduct an integrated planning effort that aligns preventive maintenance with opportunistic decarbonization strategies across key facilities operations.	
<b>Deliverable 5</b>	City Operations Efficiency and Decarbonization Planning: Baseline Memo	3/31/2027
Section 5	Planning and Technical Support for Codes and Standards	

<b>Task/Deliverable</b>	<b>Description</b>	<b>End Date</b>
Section 5, Step 1	Develop guidance for HOAs to support electrification.	3/31/2027
Task 5.1.1	Hire a consultant.	
Task 5.1.2	Scope key issues and needs for Redmond HOAs and develop materials.	
<b>Deliverable 6</b>	Support for Codes and Standards: Summary of resources to advance electrification in HOAs	5/31/2027
Section 5, Step 2	Identify resources that advance green building practices in middle housing and affordable housing developments.	3/31/2027
Task 5.2.1	Hire a consultant.	
Task 5.2.2	Conduct study on expansion of electrification programming for affordable and middle housing.	
<b>Deliverable 7</b>	Support for Codes and Standards: Memo summarizing recommended next steps for developing a program to support electrification in affordable and middle housing developments.	5/31/2027
Section 6	Grid Capacity Study	
Section 6, Step 1	Complete a study to understand impacts of population growth, decarbonization, and electrification on local distribution grid.	9/30/2026
Task 6.1.1	Hire consultant	
Task 6.1.2	Host four joint workshops with local utility and other relevant partners to inform study.	
<b>Deliverable 8</b>	Grid Capacity Study: Report memo	9/30/2026

## Attachment B: Budget

<b>Deliverables</b>	<b>Grant Funds</b>
<b>Deliverable 1:</b> GHG Emissions Inventory: 2024 GHG Report Summary	\$16,558
<b>Deliverable 2:</b> ESAP Refresh: Summary of Tribal and vulnerable populations engagement and feedback themes.	\$5,000
<b>Deliverable 3:</b> ESAP Refresh: 2025 Environmental Sustainability Action Plan and Council Resolution	\$88,000
<b>Deliverable 4:</b> Partnerships and Engagement: Execution of contracts with non-profit organizations.	\$50,000
<b>Deliverable 5:</b> City Operations Efficiency and Decarbonization Planning: Baseline Memo	\$50,000
<b>Deliverable 6:</b> Support for Codes and Standards: Summary of resources to advance electrification in HOAs	\$10,000
<b>Deliverable 7:</b> Support for Codes and Standards - Support for Codes and Standards: Memo summarizing recommended next steps for developing a program to support electrification in affordable and middle housing developments.	\$65,000
<b>Deliverable 8:</b> Grid Capacity Study: Report memo	\$75,000
<b>GRANT TOTAL</b>	<b>\$359,558</b>



Memorandum

Date: 3/3/2026  
Meeting of: City Council

File No. AM No. 26-032  
Type: Consent Item

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

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

Public Works	Shailee Jain	Senior Project Manager
Public Works	Jeff Thompson	Senior Engineer
Public Works	Chris Stenger	Deputy Public Works Director
Public Works	Steve Gibbs	Engineering Manager

**TITLE:**

Approval of a Consultant Agreement with BHC, in the Amount of \$1,200,000, for the Viewpoint AC Watermain Replacement Project and Increase the Total Funding for this Project

**OVERVIEW STATEMENT:**

Public Works is requesting approval of the consultant agreement with BHC in the amount of \$1,200,000. This agreement is for design services for the Viewpoint AC Watermain Project, which will replace aging asbestos concrete water pipes, structurally deficient stormwater pipes, and upgrade ADA ramps within the project area.

Staff is seeking authorization to negotiate and acquire property rights for the project as needed.

Public Works is also requesting Council increase the total funding for this project from \$10,555,742 to \$12,619,684. This increase of \$2,063,942 is for the replacement of deficient stormwater pipe in the same area as the water pipes that will be replaced. Combining the water pipe and stormwater pipe replacements into one project limits impact to residents and the travelling public and saves taxpayers due to efficiencies of combining the water and stormwater work into one construction site.

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

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Utilities Strategic Plan  
Stormwater Plan  
Water Systems Plan

Capital Investment Program

- **Required:**

Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503).

Council approval is needed for real property transactions per RCW 35.A11.010

- **Council Request:**

N/A

- **Other Key Facts:**

Request for proposals advertised in October and November of 2025, proposals received, and evaluation of most qualified completed. BHC Consultants LLC is selected as the most qualified design consultant.

**OUTCOMES:**

The Viewpoint Watermain Pipe Replacement Project will replace approximately 6,000 feet of existing asbestos cement waterline that is more than 50 years old, undersized for current fire flow requirements, and prone to failure. The existing waterline has experienced numerous breaks that have resulted in flooding and damage to private property. The new waterline will be sized to meet current fire flow standards and is intended to eliminate waterline breaks within the area served. The project also includes replacement of approximately 1,400 feet of stormwater pipe with poor structural condition ratings within the project limits. ADA curb ramps within the project area will be upgraded to meet current accessibility standards. A project map is included in the consultant scope in Attachment C.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

Public Works will work with Communications to inform local residents and Audubon Elementary School about the project and minimize impacts and disruption. See Attachment B.

- **Outreach Methods and Results:**

To be determined

- **Feedback Summary:**

N/A

**BUDGET IMPACT:**

**Total Cost:**

\$1,200,000

**Approved in current biennial budget:**

Yes

No

N/A

**Budget Offer Number:**

CIP

**Budget Priority:**

Healthy and Sustainable

**Other budget impacts or additional costs:**

Yes

No

N/A

**If yes, explain:**

Public Works is requesting an additional \$2,063,942 to complete the project. The additional funding is available due to recent cancellations of other stormwater CIP projects.

**Funding source(s):**

Water CIP, Stormwater CIP, EPA Grant.

**Budget/Funding Constraints:**

None

Additional budget details attached.

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
2/3/2026	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:**

None

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving the design contract affects the anticipated city project timeline for construction and the completion of this project would be delayed according to CIP budget documents.

**ATTACHMENTS:**

- Attachment A: CIP Project Information Sheet
- Attachment B: Additional Project Information
- Attachment C: BHC Consultant Agreement



# CIP Project Information Sheet

**Project Name:** Viewpoint Asbestos Cement Watermain Replacement

**Project Status:** Existing - Revised

**Functional Area(s):** Water

**Relevant Plan(s):** Water System Plan

**Neighborhood:** Idylwood

**Time Frame:** 2025-2029

**Budget Priority:** Healthy and Sustainable

**Citywide Rank:** 58

**Functional Area Priority:** High

**Location:** Viewpoint North: 177th Ave NE, NE 34th St, NE 33rd St, 179th Ave NE, and 180th Ave NE  
Viewpoint South: NE 33rd Pl, 177th Ave NE, NE 31st Pl, NE 30th Pl, and 176th Ct NE

**Description:**

Remove 6,200 feet of asbestos cement watermain that is at the end of its life cycle and replace it with ductile iron pipe and new services in a the Viewpoint neighborhood.

**Anticipated Outcomes:** *Primary:* Upgrade/Enhancement *Secondary:*

Reduce risk of property damage, temporary loss of water service, and fire protection due to watermain breaks.

**Request:** *Primary Reason(s):* Budget Process, Scope Change

Additional scope: Replace approximately 1,400 LF of Stormwater Pipe at various locations within the project limits.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$4,407,000								\$4,407,000
Approved Changes	-\$4,407,000	\$431,047	\$690,346	\$637,793	\$2,500,578	\$1,292,061			\$1,144,825
<b>Current Approved Budget</b>		<b>\$431,047</b>	<b>\$690,346</b>	<b>\$637,793</b>	<b>\$2,500,578</b>	<b>\$1,292,061</b>			<b>\$5,551,825</b>
<b>Proposed New Budget</b>		<b>\$359,689</b>	<b>\$1,712,025</b>	<b>\$1,605,583</b>	<b>\$4,324,737</b>	<b>\$4,617,650</b>			<b>\$12,619,684</b>
Proposed changes due to	X Scope Change		___ Schedule Change		X Budget Change				

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)		\$359,689	\$238,340						\$598,029
Right of Way			\$184,987	\$180,380					\$365,367
Design (31-100%)			\$504,682	\$831,875	\$414,082				\$1,750,639
Construction					\$2,960,271	\$3,690,714			\$6,650,985
Contingency			\$784,015	\$593,327	\$950,384	\$926,936			\$3,254,663
<b>Total</b>		<b>\$359,689</b>	<b>\$1,712,025</b>	<b>\$1,605,583</b>	<b>\$4,324,737</b>	<b>\$4,617,650</b>			<b>\$12,619,684</b>

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

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Water CIP		\$9,595,990		\$9,595,990
Stormwater CIP		\$2,063,942		\$2,063,942
EPA Grant		\$959,752		\$959,752
<b>Total</b>		<b>\$12,619,684</b>		<b>\$12,619,684</b>



## Attachment B – Additional Project Information

### Viewpoint AC Watermain Replacement

#### Project Discussion

The project will replace approximately 6,000 linear feet of aging asbestos cement water pipes and structurally deficient stormwater pipes in the Viewpoint neighborhood. The work includes installing new ductile iron water mains, replacing 1,400 linear feet of structurally deficient stormwater pipe, replacing 110 water services, adding 10 fire hydrants, and improving ADA curb ramps within the project limits. These improvements will reduce the risk of watermain failures, enhance fire protection, and ensure compliance with accessibility standards.

Originally approved as two separate phases in the current CIP, the Viewpoint AC Watermain Replacement Project now combines both phases and adds stormwater improvements within the project limits. The phases were merged and scope updated to improve efficiency and minimize neighborhood disruption by avoiding multiple construction projects. The combined AC Watermain phases are approved in the current CIP, but the stormwater replacements are not, and additional funds are sought to complete those improvements along with the watermain replacements.

Project work will include coordination of other design efforts in the project vicinity including the King County Lake Hills Trunk Sewer Replacement Project.

#### Project-Related Community/Stakeholder Outreach

Staff will implement an outreach plan to keep residents and Audubon Elementary School informed and minimize disruption during design and construction. This includes providing neighborhood/school notifications before site investigations and construction, coordinating right-of-entry for survey and geotechnical work, and hosting on-site meetings with property owners to review easement needs. Staff will also share project updates through the City website and respond to inquiries to ensure transparency and maintain community trust throughout the project.

#### Budget Summary

Item	Current CIP approved Funds	Requested Additional Funds	Total
AC Watermain Replacement Phase 1	\$5,551,825		\$5,551,825
AC Watermain Replacement Phase 3	\$5,003,917		\$5,003,917
Stormwater Replacement		\$2,063,942	\$2,063,942
		<b>Total</b>	<b>\$12,619,684</b>

#### Sources of Stormwater Replacement Funding

Funding for the added stormwater replacement scope will come from four previously planned stormwater projects that have recently been canceled. The names of these canceled projects and their budgeted funds are listed below.

<b>Canceled Project Name</b>	<b>Budgeted Funds</b>
Stormwater Infrastructure Replacement Improvement Project (SIRIP) #3: King County Lake Hills	\$200,775
Stormwater Infrastructure Replacement Improvement Project SIRIP #4 – CIPP	\$1,191,431
Corrugated Metal Stormwater Pipe Replacement #1	\$630,867
Overlake Vault Retrofit Project	\$2,065,783
<b>Total Available</b>	<b>\$4,088,856</b>

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

Agreement Number: \_\_\_\_\_

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

## Index of Exhibits

- Exhibit A      Scope of Work
- Exhibit B      DBE Participation
- Exhibit C      Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D      Prime Consultant Cost Computations
- Exhibit E      Sub-consultant Cost Computations
- Exhibit F      Title VI Assurances
- Exhibit G      Certification Documents
- ~~Exhibit H      Liability Insurance Increase~~    Not Used
- Exhibit I      Alleged Consultant Design Error Procedures
- Exhibit J      Consultant Claim Procedures
- Exhibit K      Additional Terms and Conditions

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](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:  
Agency:  
Address:  
City:                      State:              Zip:  
Email:  
Phone:  
Facsimile:

If to CONSULTANT:

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

#### **IV. Time for Beginning and Completion**

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

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

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](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 car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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



### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

# ***Exhibit A Scope of Work***

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Project No. 2504

See Attached Exhibit A, A.1, and A.2

## EXHIBIT A

### Scope of Services

#### City of Redmond

#### Viewpoint AC Watermain Replacement

January 14, 2026

### Project Understanding

This Scope of Services is based on our current understanding of the City of Redmond's (City) needs and requirements for Viewpoint AC Watermain Replacement project (Project). The project is federally funded. The Scope of Services includes preliminary design, final design, permit preparation, assistance with property rights acquisition, and engineering services during bidding for approximately 6,000 linear feet of asbestos cement (AC) watermain replacement, 1,400 linear feet of stormwater pipe, 110 water services, 10 fire hydrants, and structures and appurtenances associated with this infrastructure. The project will also include right-of-way (ROW) restoration, including curb ramps, and replacement of stormwater piping that is either identified for replacement or in conflict with the proposed watermain alignment. The Scope of Services includes a Management Reserve task that may be used for unanticipated design tasks. The Management Reserve is accessible only via written permission from the City.

Engineering services during construction will be scoped and budgeted under a future supplement to the Contract.

### Scope of Services

The Scope of Services tasks are separated into five components where applicable:

1. Receivables: elements that will be provided by the City;
2. Work Tasks: tasks that will be completed by the Consultant;
3. Deliverables: the finished product that will be delivered to the City via electronic copy;
4. Assumptions: assumptions used to develop each Work Task; and
5. Meetings: planned meetings with the City to facilitate the work. Consultant team will work to minimize attendees at meetings, and meetings with City staff will be conducted virtually or at the City's offices.

To complete the Scope of Services, BHC Consultants, LLC (BHC) will subcontract with:

- Duane Hartman & Associates, Inc. (DHA) Surveyors: providing survey base mapping and preparing legal descriptions and associated exhibits to support property rights acquisition.
- Ciani & Hatch Engineering (CHE): providing geotechnical engineering services.
- Shoffner Consulting: completing tree health assessments and reporting to support tree management efforts.
- APS: performing potholing services (APS will be represented under the reimbursable expenses).
- National Barricade: preparing traffic control plans (National Barricade will be represented under the reimbursable expenses).

The following tasks have been identified for this Project and are listed below, followed by a more detailed description of each task.

- Task 1 – Project Management
- Task 2 – Site Investigations
- Task 3 – Predesign
- Task 4 – Stormwater Final Design
- Task 5 – Intermediate Design (60%)
- Task 6 – Advanced Design (90%)
- Task 7 – Final Design (100%)
- Task 8 – Bid Documents
- Task 9 – Bidding Support
- Task 10 – Property Rights Acquisition Support
- Task 11 – Permitting
- Task 12 – Management Reserve

### **Task 1 – Project Management**

The Project Management Task will provide overall leadership and team strategic guidance during the Project duration including coordinating, monitoring, and controlling Project resources, maintaining Project communication, and tracking Project progress. The Project Management Task also includes quality assurance/quality control (QA/QC) and change management tracking.

Receivables:

- Project Charter.
- Project limit files and documentation of Project requirements.
- Documentation for reporting requirements associated with Federal Funding (Environmental Protection Agency (EPA) Grant) for design phase.
- Approval of Consultant Contract.
- Approval of Contract Amendments, if required, or written authorization to use the Management Reserve Fund.

Work Tasks:

- *Initial Site Visit and Work Plan*. Coordinate and complete a site visit to the Viewpoint neighborhood to review Project extents, potential challenges, and construction access limitations. Collect Project information, identify data gaps, review design requirements, and identify a work plan for the project. The work plan will be based on the work breakdown structure (WBS) and result in a limited plan identifying key project tasks, deliverables, and milestones. The work plan will be incorporated into the Project Management Plan and be an input into the Project Schedule.
- *Project Kickoff Meeting*. Prepare for and attend Project Kickoff Meeting with City staff and key team members from BHC, DHA, and CHE. The Consultant shall prepare for, attend, and lead the Kickoff Meeting. Prepare a meeting agenda and distribute prior to the Kickoff Meeting for City review.

Prepare and distribute meeting minutes documenting design direction, discussions with City personnel on design requirements, and Project specific direction, following the Kickoff Meeting.

- *Client and Team Coordination*. Coordinate with City staff by regular status reports, status meetings, telephone communication, and e-mail during the course of the Project. Plan for and attend monthly Project Status meetings to track progress and coordination with the City Project Manager to track status and progress. Monthly meetings will be virtual and one (1) hour duration, and BHC will prepare the proposed agenda and provide minutes of the meetings. Updates to the Change Log, Decision Log, and Risk Matrix will be completed during meetings.
- *Quality Assurance/Quality Control (QA/QC) Program*. Set up QA/AC procedures/tracking for the project deliverables. BHC will conduct an internal QA/QC review of deliverables under the scope of each of those deliverable tasks.
- *Project Management Plan*. Develop a limited Project Management Plan (PMP) to include the following project elements; Scope, Level of Effort/Budget, Schedule, Change Log, Decision Log, and Risk Matrix. The PMP and associated Change Log, Decision Log, and Risk Matrix will be maintained on the City's MasterWorks Project coordination website and updated during coordination meetings resulting in changes, decisions, or identified/realized risks to the Project.
- *Project Schedule*. Develop and provide the City Project Manager with a Gantt Chart Project Schedule developed using MS Project. The Project Schedule will be developed to the subtask level and identify Project milestones (key dates, deliverables, review periods) and the critical path. The Project Schedule will be updated up to six (6) times during the eighteen (18) month period of performance of this Scope of Services.
- *Monthly Invoices and Progress Reports*. Prepare monthly progress reports and monthly invoices, including financial status and schedule progress. Progress reports will be prepared to meet City reporting requirements and include a limited earned value analysis in matrix format.

#### Deliverables:

- Work Plan (Microsoft Excel format).
- Kickoff Meeting Agenda (Microsoft Word format).
- Draft and Final Kickoff Meeting Minutes (Microsoft Word and PDF formats).
- Agenda and Draft/Final Monthly Project Status Meeting Minutes (Microsoft Word and PDF formats).
- Draft and Final Project Management Plan including Change Log, Decision Log, and Risk Matrix (Microsoft Excel format).
- Electronic version of the Project Schedule in PDF format and Microsoft Project (Baseline Schedule and six (6) updates).
- Monthly Status Reports with Invoices.

#### Assumptions:

- The Project duration is estimated at eighteen (18) months.
- Status meetings will be attended by the BHC Project Manager and Project Engineer.

- Design Review meetings will be provided under Preliminary and Final Design Tasks. Attendance and documentation of Pre-Bid Conference will be provided under the Bidding Support Task.
- Kickoff Meeting duration on-site will be two (2) hours, not including travel time.

Meetings:

- Initial Site Visit and Scoping.
- Project Kickoff Meeting.
- Eighteen (18) total Monthly Project Status.

**Task 2 – Site Investigations**

The subtasks included in Task 2 identify the data collection and investigations to support the design effort. Work under this Task is primarily assigned to subconsultants with their specific scope of services attached as Exhibits to this Scope of Services. BHC will oversee and support the Site Investigations outlined in the scope herein.

Receivables:

- Title Reports for properties with existing City watermain easements.
- Confirmation of Project boundaries for investigation tasks (e.g. survey boundary, boring locations).
- Right of Entry notifications/authorization.
- Utility Grid Maps and Record Drawings (requested formally under Task 3).
- Neighborhood notifications.
- Location services (when receiving one-call) for water, stormwater, sanitary sewer facilities.
- City review comments on draft deliverables.

Work Tasks:

- Site Survey. DHA will establish survey control; conduct a topographic survey of the site including locating utility paint, structures, pipes, maintenance holes and catch basins (including rim, invert, and pipe material/sizes), and major site features; and generate a CAD base map per BHC and City of Redmond standards. BHC will coordinate exact survey limits, features and spot elevations, and review and provide comments on the base map for incorporation. Refer to Exhibit A1 for the DHA scope of services and budget.
- Geotechnical Investigation. CHE will perform geotechnical investigations of the site and generate a geotechnical report. BHC will coordinate and schedule the geotechnical work performed by CHE and will review and provide comments on the Draft Boring Plan and the draft Geotechnical Report. Refer to Exhibit A2 for the CHE scope of services and budget.
- Tree Health Assessment. Shoffner Consulting will perform tree health assessments for trees identified within the proposed replacement pipe alignment that may be affected by construction activities. BHC will coordinate and schedule the tree health assessment field work performed by Shoffner Consulting and will review and provide comments on the draft tree health assessment report.
- Potholing. Complete pothole locates of potential utility conflicts and to confirm watermain depths and sizes. Pothole work will be performed by APS with oversight from BHC. BHC will identify

pothole locations and prepare a plan consisting of a series of figures documenting the proposed potholes. APS will complete the potholing and provide the results for BHC to review, consolidate, and provide to the City. Results of potholing will be incorporated into the Design Drawings developed under Tasks 3, 5, 6, 7, and 8.

**Deliverables:**

- Markup of extent of survey limits (PDF format)
- Survey Base map (for use in development of Design Drawings).
- Boring Plan (PDF format).
- Draft and Final Geotechnical Report (Microsoft Word and PDF formats).
- Draft and Final Tree Health Assessment (Microsoft Word and PDF formats).
- Draft and Final Potholing Plan (Microsoft Word and PDF formats).
- Results of Potholes (report, photos, description). Pothole locations will be incorporated into the Design Drawings to identify locations in base map (PDF format).

**Assumptions:**

- Results from the Tree Health Assessment deliverable will be utilized to prepare tree removal permits under Task 11.
- A single, consolidated set of review comments will be provided by the City following review of all reports and plans identified in the deliverables.
- City will coordinate and obtain necessary access to complete the site investigations included with this Task.
- Eighty (80) potholes are included in this Scope of Services. The fee for potholing is anticipated to be \$2,000 per each (APS fee only). The APS fee is inclusive of preparing and implementing traffic control, obtaining ROW use permits, and completing the pothole.
- Pothole restoration will not require the standard City 3-foot x 3-foot patch with controlled density fill (CDF) backfill within paved areas due to planned overlay/restoration in the Project limits.

**Meetings:**

- None.

**Task 3 – Predesign (30%)**

The Predesign task includes development of alternatives for addressing backyard main replacement, documentation of stormwater permitting requirements, and preparation of initial design (30%) documents.

**Receivables:**

- Record Drawings of existing system.
- City Standards.
- Photos of existing easement areas.
- System pressures in subject area.
- Latest Lake Hills Trunkline Plans, Specifications, and estimate

- Any relevant information on adjacent development projects that could impact design decisions.
- City's current version of the Stormwater Short Form.
- City review comments on draft deliverables.

#### Work Tasks:

- Data Collection and Review. Request and review relevant data to complete the preliminary engineering task. Develop a formal request email letter and coordinate with the City during data collection. Contact and acquire available utility record information from Franchise Utilities within the project limits.
- Water Easement Pipe Replacement Alternatives Analysis. Develop a Technical Memorandum identifying alternatives for replacing the existing AC watermain and connections currently located within easements. Up to three (3) replacement methods will be considered: horizontal directional bore, jack and bore, and traditional open trench. The alternatives will also consider impacts (construction occurring prior to or after) from the proposed Lake Hills Trunkline project. The limitations for pipe bursting will be identified. The Technical Memorandum will include replacement material type, an evaluation and summary of feasibility of alternative methods, and methods to maintain service to adjacent properties during construction. Prepare for and attend a review meeting to discuss comments on the draft memorandum.
- Stormwater Short Form and Documentation. Evaluate the Project's total disturbance limits and the new plus replaced surface areas as they relate to the 2025 City of Redmond Stormwater Technical Notebook. Complete the City's Stormwater Short Form that documents the Project surface areas and determines if the Project is an exempt Project or which Stormwater Minimum Requirements apply. Prepare for and attend a review meeting to discuss comments on the draft Stormwater Short Form.
- Basis of Design Technical Memorandum. Identify and document the design basis for the Viewpoint AC Watermain Replacement Project. Include pipe material, trench and roadway restoration, and utility design requirements that will serve as the basis for developing the Design and Bid Documents. Prepare for and attend a review meeting to discuss comments on the draft memorandum.
- Preliminary Design (30%). Develop Preliminary Design Drawings identifying the proposed alignment, including profiles, to the 30% Design level that include location of existing utilities, identification of curb ramp locations, end connection requirements, valving, service connections, and air relief and blow-off features. Preliminary alignment development shall include consideration of long-term maintenance needs, easement and access constraints, future replacement projects, construction impacts, and phasing to maintain service or limit disruptions. Develop an opinion of probable construction costs (OPCC) to AACE International Class 3 level with an anticipated accuracy range of -20% to +30%. Attend two (2) design review meetings; one to review and confirm the preliminary alignment and the second to review the 30% design submittal comments.

#### Deliverables:

- Email letter formally requesting relevant data.
- Zip file with all collected Franchise Utility record information.
- Draft and Final Water Easement Pipe Replacement Alternatives Analysis Technical Memorandum (Microsoft Word and PDF formats).

- Draft and Final Stormwater Short Form (Microsoft Word, Microsoft Excel, and PDF formats).
- Preliminary alignment and profile (PDF format).
- 30% Design Drawings (PDF format).
- Etransmit of 30% Design Drawing CAD files.
- Meeting Agenda and Draft/Final Minutes for five (5) review meetings (Microsoft Word and PDF formats).

Assumptions:

- The number of Design Drawings to be included in the 30% deliverable are identified in Task 5.
- One (1) consolidated set of review comments will be provided for each draft deliverable identified under this Task. The City review period will be ten (10) working days.
- The Project will be exempt, as it is a utility replacement project, from stormwater reporting requirements, and the Stormwater Short Form is intended to document this exemption. If the project is determined to be non-exempt, additional design and permit documentation may be required that are not included in this Project Scope of Services.
- Franchise utilities will provide records of infrastructure within the Project area.
- All review meetings will be virtual.
- Basis of design will be City of Redmond Standards, Department of Ecology Criteria for Sewage Works Design (Orange Book), Department of Health Water System Design Manual, and the 2025 City of Redmond Stormwater Technical Notebook.
- No modeling services will be provided.
- Meetings will be up to two (2) hours and attended by up to two (2) BHC personnel.

Meetings:

- Water Easement Pipe Replacement Alternatives Analysis Review Meeting. Meet virtually to review comments on draft Technical Memorandum.
- Stormwater Permitting Review Meeting. Meet virtually to review comments on draft Technical Memorandum.
- Basis of Design Review Meeting. Meet virtually to review comments on draft Technical Memorandum.
- Design Review Meetings. Prepare for, attend, and document two (2) Design Review Meetings. The first meeting will focus on the preliminary alignment and vertical profile review, the second meeting will be to review the 30% Design submittal.

#### **Task 4 – Stormwater Final Design**

Task 4 separates the design for select sections of the City's stormwater collection and conveyance system that have been identified for replacement within the Project area. Stormwater infrastructure identified for replacement will be designed in parallel with the 30%, 60%, 90%, 100%, and Bid Document Tasks. The separate task will be used to track work unrelated to the EPA Grant Funding. This Task only separates those sections of stormwater pipe specifically indicated for replacement by the City. Relocation or

modification of existing stormwater infrastructure due to impacts from the AC watermain replacement alignment will be included in Tasks 3, 5, 6, 7, and 8.

Receivables:

- None.

Work Tasks:

- Stormwater Design. Prepare stormwater collection and conveyance design for approximately 1,360 linear feet of stormwater pipe and associated structures. Design requirements and document requirements will be as described in Tasks 3, 5, 6, 7, and 8.

Deliverables:

- Stormwater replacement Design Documents as incorporated into the Tasks 3, 5, 6, 7, and 8 Design deliverables.

Assumptions:

- Stormwater replacement Design elements will be incorporated into the 30%, 60%, 90%, 100%, and Bid Documents associated and not as separate deliverables.
- Stormwater pipes will be replaced along similar horizontal and vertical alignments and will be the same diameter as existing.

Hydrologic and hydraulic modeling are not included. Meetings:

- None.

### **Task 5 – Intermediate Design (60%)**

Develop Intermediate Design (60%) level Drawings, Specifications, and OPCC. The Preliminary and Final Design (30% through preparation of Bid Documents) scope of services is based on the anticipated Drawing list included in the Assumptions section of this Task. Intermediate Design will incorporate City review comments received on the 30% Design Drawings and further advance the Design.

Receivables:

- City comments on draft deliverables.

Work Tasks:

- 60% Design Preparation.
  - Prepare 60% Detailed Construction Drawings based on the Preliminary (30%) Design in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate.
  - Prepare 60% General Requirements. The General Requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the current Washington State Department of Transportation (WSDOT) Specifications addressing the following:
    - Sequence of Construction.
    - Measurement and Payment.
    - Project Data Submittals.
    - Testing and Quality Control.

- Facility Startup and Testing.
- Prepare 60% Technical Specifications. Technical Specifications will be prepared in accordance with City of Redmond current Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical Specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format.
- Update the 30% OPCC to reflect updates made to the 60% Design Documents.
- Conduct in-house QA/QC review of the 60% Drawings, Specifications, and OPCC.
- Prepare Comment Response Log addressing comments provided on 30% Design.
- Submit 60% Design Documents to the City for review.
- Meet with City staff to review the 60% Design Documents.

Deliverables:

- Design Drawings, Specifications, and OPCC at 60% Design level (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.
- Comment Response Log documenting responses and actions to 30% Design deliverable (Microsoft Excel format).

Assumptions:

- Anticipated Design Drawings are presented in the following table. The Design Drawings are grouped by type with the expected number in each category.

Drawing Type/Category	Number of Drawings	30% Design
General	5	5
TESC/Demolition	15	0
Plan and Profile	15	15
Stormwater Plan/Profile and Details	10	6
Details/Sections	8	0
Restoration	15	0
Curb Ramps	5	0
<b>Total</b>	<b>73</b>	<b>26</b>

- Specifications will be prepared based on the City of Redmond Standard Specifications. The City of Redmond will supply the current version of the Division 0 and 1 (front end) specifications in Microsoft Word format.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- One (1) consolidated set of review comments will be provided for 60% Design deliverable identified under this Task. The City review period will be fifteen (15) working days.
- City will coordinate access for any site visits.

- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- A completed Comment Response Log will be provided in lieu of Design Review Workshop Meeting Minutes. Comment Response Log for 60% comments will be provided under Task 6.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- Traffic Control Plans will be developed following City review of the 60% Design to provide a level of certainty in Project limits and alignment.
- Design Review Workshop will be virtual and scheduled for a two (2) hour duration.

Meetings:

- Design Review Workshop. Following the deliverable of the 60% Design Documents, complete a Design Review Workshop, virtual meeting, to review City comments.

**Task 6 – Advanced Design (90%)**

Receivables:

- City comments on draft deliverables.

Work Tasks:

- 90% Design Preparation. Incorporate City review comments on 60% Design and prepare 90% Design Documents for review.
  - Prepare 90% Detailed Construction Drawings in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate.
  - Prepare 90% General Requirements. The General Requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the current WSDOT Specifications addressing the following:
    - Sequence of Construction.
    - Measurement and Payment.
    - Project Data Submittals.
    - Testing and Quality Control.
    - Facility Startup and Testing.
  - Prepare 90% Technical Specifications. Technical Specifications will be prepared in accordance with City of Redmond current Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical Specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format.

- Prepare a construction schedule for major work elements based on typical historic production rates for use as the basis for establishing the construction contract working days requirements.
  - Update the 60% OPCC to reflect updates made to the 90% Design Documents.
  - Conduct in-house QA/QC review of the 90% Drawings, Specifications, and OPCC.
  - Prepare Comment Response Log addressing comments provided on 60% Design.
  - Submit 90% Design Documents to the City for review.
  - Meet with City staff to review the 90% Design Documents.
- Traffic Control Plans. Traffic Control Plans will be prepared by National Barricade following confirmation of the 60% Design alignment. Plans prepared by National Barricade that are approved by the City Transportation Department will be included as an Appendix and be referenced in the Contract Documents.

Deliverables:

- Design Drawings, Specifications, and OPCC at 90% Design level (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.
- Comment Response Log documenting responses and actions to 60% Design deliverable (Microsoft Excel format).
- Draft and Final Traffic Control Plans (PDF format).

Assumptions:

- Drawing list is based on the identified Drawings in Task 5.
- Specifications will be prepared based on the City of Redmond Standard Specifications.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- One (1) consolidated set of review comments will be provided for 90% Design deliverable identified under this Task. The City review period will be fifteen (15) working days.
- City will coordinate access for any site visits.
- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- A completed Comment Response Log will be provided in lieu of Design Review Workshop Meeting Minutes. Comment Response Log for 90% comments will be provided under Task 6.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- Up to thirty (30) Traffic Control Plan sheets will be prepared.

- Design Review Workshop will be virtual and scheduled for a two (2) hour duration.

Meetings:

- Design Review Workshop. Following the deliverable of the 90% Design Documents, complete a Design Review Workshop, virtual meeting, to review City comments.
- Traffic Control Plan Review. Attend up to two (2) meetings with the City Transportation Department. The first meeting will establish Project limitations and conditions to include. The second meeting will be to review comments on draft Traffic Control Plans.

**Task 7 – Final Design (100%)**

Receivables:

- City comments on draft deliverables.

Work Tasks:

- 100% Design Preparation. Incorporate City review comments on 90% Design and prepare 100% Design Documents for review.
  - Prepare 100% Detailed Construction Drawings in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate.
  - Prepare 100% General Requirements. The General Requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the current WSDOT Specifications addressing the following:
    - Sequence of Construction.
    - Measurement and Payment.
    - Project Data Submittals.
    - Testing and Quality Control.
    - Facility Startup and Testing.
  - Prepare 100% Technical Specifications. Technical Specifications will be prepared in accordance with City of Redmond current Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical Specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format.
  - Update the 90% OPCC to reflect updates made to the 100% Design Documents.
  - Conduct in-house QA/QC review of the 100% Drawings, Specifications, and OPCC.
  - Prepare Comment Response Log addressing comments provided on 90% Design.
  - Submit 100% Design Documents to the City for review.
  - Meet with City staff to review the 100% Design Documents.

Deliverables:

- Design Drawings, Specifications, and OPCC at 100% Design level (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.

- Comment Response Log documenting responses and actions to 90% Design deliverable (Microsoft Excel format).

Assumptions:

- Drawing list is based on the identified drawings in Task 5.
- Specifications will be prepared based on the City of Redmond Standard Specifications.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- One (1) consolidated set of review comments will be provided for 100% Design deliverable identified under this Task. The City review period will be fifteen (15) working days.
- City will coordinate access for any site visits.
- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- A completed Comment Response Log will be provided in lieu of Design Review Workshop Meeting Minutes. Comment Response Log for 100% comments will be provided under Task 8.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- Design Review Workshop will be virtual and scheduled for a two (2) hour duration.

Meetings:

- Design Review Workshop. Following the deliverable of the 100% Design Documents, complete a Design Review Workshop, virtual meeting, to review City comments.

**Task 8 – Bid Documents**

Receivables:

- City design review comments.

Work Tasks:

- *Bid Document Preparation*. Prepare Final Design Drawings, Specifications, and OPCC for bidding. Finalized documents (Contract Documents) shall incorporate comments from the 100% Design deliverable and be signed and sealed.

Deliverables:

- Design Drawings, Specifications, and OPCC for bidding (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.
- Comment Response Log documenting responses and actions to 100% Design deliverable (Microsoft Excel format).

Assumptions:

- Drawing list is based on the identified drawings in Task 5.
- Specifications will be prepared based on the City of Redmond Standard Specifications.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- City will coordinate access for any site visits.
- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- City will be responsible for coordinating transmission of Bidding Documents to Builders Exchange of Washington, or similar advertising platform.

Meetings:

- None.

**Task 9 – Bidding Support**

Receivables:

- Bidder questions.
- Draft Pre-Bid Conference minutes.

Work Tasks:

- Respond to Bidder Questions. Address bidders' and suppliers' questions during the bid period.
- Addenda. Prepare a maximum of two (2) addenda, if necessary, and deliver to the City for distribution.
- Pre-Bid Conference. Prepare for and attend Pre-Bid Conference. Provide limited technical summary of the Project components.

Deliverables:

- Two (2) addenda (if required) (Microsoft Word and PDF formats).
- Written responses to bidders' questions (email).
- Comments/input on documentation of the Pre-Bid Conference (email and Microsoft Word formats).

Assumptions:

- The City will prepare the agenda, facilitate, and document the Pre-Bid Conference.
- The City will complete the bid tabulation and bid evaluation.

- All questions during bidding must be routed through the City; BHC and their subconsultants will not respond to any bidder questions directly.

Meetings:

- Pre-Bid Conference. Attend and provide technical description of Project elements during the Pre-Bid Conference.

**Task 10 – Property Rights Acquisition Support**

Receivables:

- Documentation for existing easements, dedications, and plat maps providing City access for utilities.
- Title Reports.

Work Tasks:

- Prepare Legal Descriptions and Exhibits. DHA will prepare new utility and temporary construction easements for up to six (6) parcels, for a total of twelve (12) total easement documents. This may include new/replacement easements or modifications of existing easements. BHC will coordinate easement extent requirements and provide linework from design to DHA for preparation of the documents. BHC will review and provide comments on the draft Legal Descriptions and Exhibits. Refer to Exhibit A1 for the DHA scope of services and budget containing development of the Legal Descriptions and Exhibits.
- Meet with City and Property Owners. Meet on-site to review siting and Project requirements.
- Figures and Exhibits. Prepare exhibits/figures to assist in negotiations with property owners.

Deliverables:

- Legal descriptions and exhibits for New and Modified Easements (six (6) total) (PDF format).
- Figures/exhibits to assist negotiation of easements with property owners (PDF format).

Assumptions:

- City staff will complete negotiations with property owners to obtain property rights modified pipeline construction and permanent utilities.
- On-site meetings with property owners will be one (1) hour duration, not including travel time.

Meetings:

- Property Owner Meetings. Prepare for and attend up to six (6) on-site meetings with property owners, City personnel, and the City's property acquisition consultant.

**Task 11 – Permitting**

Receivables:

- Permit application and SEPA Checklist review comments.
- Current City SWPPP template (as applicable).

Work Tasks:

- Permit Application Preparation. Prepare a tree removal permit application based on the Tree

Health Assessment completed under Task 2. Meet with City to review comments on application. Revise application based on a single, consolidated set of review comments.

- SEPA Checklist. Prepare a Draft and Final Project SEPA Checklist. Meet with City to review and discuss comments on Draft SEPA Checklist.
- Construction Stormwater Pollution Prevention Plan. Prepare a draft and final draft Stormwater Pollution Prevention Plan (SWPPP) for inclusion as an appendix to the Contract Documents. SWPPP will follow the City/Ecology template. The draft SWPPP will be finalized and adopted by the selected construction contractor.

Deliverables:

- Tree removal application (PDF format).
- SEPA checklist (PDF format).
- Draft SWPPP (Microsoft Word and PDF formats) to be incorporated as an appendix to the Contract Documents.

Assumptions:

- Permits anticipated to be limited to the following:
  - SEPA Checklist.
  - Tree Removal Permit.
- City will complete applications, submit for approval, and provide any application or permit fees.
- A single, consolidated set of review comments will be provided for each identified permit.
- The Draft SWPPP will be completed by the successful bidder.
- A cultural resources review and report will not be required.

Meetings:

- Permit Review Meetings. Attend up to two (2) meetings virtually with City personnel to review comments on permit applications and documentation.

**Task 12 – Management Reserve**

Task 12 is included for ease of tracking a Management Reserve budget. A separate Task will be established in BHC’s accounting system to track the Management Reserve budget. This Task is added in case further documentation is needed beyond what is described in Tasks 1 – 11.

Receivables:

- Written permission from the City is required to perform Management Reserve tasks or to access Project Management Reserve funds.
- To be determined.

Work Tasks:

- Task TBD. Project Management Reserve tasks to be determined but may include:
  - Additional coordination for King County Lake Hills Trunkline.
  - Additional coordination for private property owners.

- Additional ADA curb ramps.
- Additional potholes and/or a need to perform 3' x 3' patches for restoration.
- Cultural resource review is deemed necessary.

Deliverables:

- To be determined.

Meetings:

- To be determined.

## Budget

The Project Budget for the Viewpoint AC Watermain Replacement (Project No. 2504) is **\$1,200,000** and is attached as Exhibit D. The Management Reserve is \$100,839. This budget is based on, and in accordance with, the City's Consultant Guidelines Worksheet rate determination. Budget can be reallocated between tasks with authorization from the City of Redmond Project Manager.

## Project Schedule

A detailed schedule will be developed after Notice to Proceed. The Project Budget is based on and assumes that the Design efforts associated with this Scope of Services will be completed within eighteen (18) months from Notice to Proceed. This Schedule shall be equitably adjusted as the Project progresses, allowing for changes in Scope or for delays beyond BHC's control.

## Attachments

- Exhibit A1 – Duane Hartman & Associates, Inc. – Subconsultant Scope and Budget
- Exhibit A2 – Ciani & Hatch Engineering – Subconsultant Scope

## EXHIBIT A1

### Duane Hartman & Associates, Inc. – Subconsultant Scope and Budget

December 19, 2025

BHC Consultants  
1601 Fifth Avenue Suite 500  
Seattle, Washington 98101

Attention: Mr. Noah Allen, PE, PMP

**Subject: Cost Estimate for Professional Land Surveying Services, City of Redmond AC Water Main Replacement Project 2504, Redmond, Washington**

Dear Noah:

Enclosed is my cost estimate to perform the topographic survey. The survey reach is approximately 6,500 lineal feet of dedicated street right of way, and existing easements. The scope requirements, and deliverables are defined in the document from BHC to DHA on 12/15/25 and itemized below. I anticipate two (2) field days to set project control and twenty (20) field days to perform the topographic mapping (+/-325' lineal feet/day).

**Task 1: Field Topographic Survey**

- a. Survey Control: Establish horizontal and vertical control points within the project limits. Basis of control will be NAD 83/1991 and NAVD88 for horizontal and vertical respectively. Approximately 10 control points will be established at the site for continued use.
- b. Survey Mapping: Field mapping within the project limits will include topography, man-made surface features, limits of vegetation, trees (6" DBH or larger), overhead utilities, and painted underground utilities. Irrigation systems will not be included. Perform measure-downs of existing water valves, storm drain and sanitary sewer structures, indicating rim and pipe invert elevations (top of nut elevation for valving). Document the approximate size, type, material, and general condition of the structures. These observations will be made from the surface. Any required pipe video inspection, potholing or smoke testing needed to verify the condition or connectivity of drainage features is outside the scope of this task. Topo survey considers twenty (20) potential curb ramp locations, which DHA will perform a 10-foot grid for design.
- c. Underground Utility Locate: An underground conductible utility locate within the project limits to be performed by a private utility locating firm. A one-call utility locate request will also be requested.
- d. Base Map Preparation: Prepare 1" = 20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project to City of Redmond, and BHC cad standards. The base map will include information collected in Tasks 2 and 3 above. One-foot contours will be generated from the DTM.
- e. ROW, Easements, and Property Lines: Road rights of way within the project limits will be determined from available public records (i.e. records of survey, plats, state right-of-way plans, etc.) and found survey monuments. Parcel lines will be imported from available GIS information from King County and the City of Redmond. Right-of-way and parcel information will be added to the base map. Easement information will be added from title reports and plat maps provided by the city. Preparation of legal descriptions and exhibits for proposed easements or right-of-way acquisitions will be developed as described in Task 2.

Mr. Noah Allen  
City of Redmond Water Main Replacement  
December 19, 2025  
Page 2

Scope of Services continued

Task 2: Property Rights Assistance

1. Prepare legal descriptions and exhibits for new utility and non-utility easements.
2. Prepare legal descriptions and exhibits for modifications to existing easements, including easement releases, where necessary.

Two-person field survey crews will be utilized to establish site control and perform the topographic mapping. Topographic mapping will be BHC/City of Redmond standards. DHA will survey a sufficient amount of the existing right of way monuments to generate City Street rights of way and platted lot lines. Easements of record will be obtained from City records, plotted as described.

DHA will employ APS Locating to paint out the underground utilities and will engage One-Call underground utility center to alert the city to paint out its sanitary, storm water and water systems.

All field data will be processed in accordance with BHC/City CAD standards and sent in AutoCAD.dwg format. The horizontal datum will be Washington State Plane coordinates, north zone NAD-83(1991). The vertical datum will be NAVD-88. The topographic survey will be developed as a 1"=20' scale file with one-foot contours.

**COST ESTIMATE: See attached excel spreadsheet**

**TIME SCHEDULE** - The foregoing services shall be completed and delivered within sixty (60) calendar days of the official notice to proceed.

Sincerely,  
**DUANE HARTMAN & ASSOCIATES, INC.**



Douglas A. Hartman, PLS  
President, Project Surveyor

## CONSULTANT FEE ESTIMATE

**BHC Consultants**

**DHA Surveyors**

**Attention:** Noah Allen, PE, PMP  
**Project:** City of Redmond AC Water Main Replacement Project 2504  
**Task:** Right of Way Topographic Survey

**Date:** 12/24/2025  
 P5200

Topographic Mapping Services +/- 6,500 lineal feet of dedicated street right of way, for water system upgrades.  
 Horizontal and Vertical Datum: City of Redmond NAD83(91) horizontal and NAVD 88 vertical

**LABOR:** 2026 Rate Schedule

TASK NO.	TASK (Scope of Services)	Duane Hartman & Associates, Inc.						TOTAL HOURS	LABOR COST
		Principle Surveyor 171.00	Project Surveyor I 163.00	Field Tech I 124.00	Field Tech II 98.00	Office Tech I CAD 120.00	Admin 120.00		
	Survey								
1.1	Site Control	2	12		12	3		29	\$ 3,834.00
1.2	RW Topographic Survey & Mapping	24	160		160	160	8	512	\$ 66,024.00
1.3	QA/QC Final product	16				16		32	\$ 4,656.00
1.4	Locating Services - Coordination	7						7	\$ 1,197.00
									\$ -
	Labor Hours	49	172	0	172	179	8	580	-
	Labor Dollars	\$8,379.00	\$28,036.00	\$0.00	\$16,856.00	\$21,480.00	\$960.00		\$75,711.00

**Expenses:** Mileage/materials \$1,100.00  
 Underground Utility Locate Estimate \$10,800.00

**Deliverables:** AutoDesk V2026.dwg at 1" = 20' scale with one (1) foot contours

<b>TOTAL FEE</b>	<b>\$ 87,611.00</b>
------------------	---------------------

Prepared by: Doug Hartman

## CONSULTANT FEE ESTIMATE

**BHC Consultants**

**DHA** Surveyors

Attention: **Noah Allen, PE, PMP**  
 Project: **City of Redmond AC Water Main Replacement Project 2504**  
 Task: **Easement Documentation (per unit cost)**

Date: 12/19/2025  
 P5200

Prepare Permanent and Temporary construction easement documents, as specified.  
 Final products delivered on 8.5x11, to include easment exhibit and signed/sealed legal description.  
 2026 Rate Schedule

**LABOR:**

TASK NO.	TASK (Scope of Services)	Duane Hartman & Associates, Inc.						TOTAL HOURS	LABOR COST
		Principle Surveyor 171.00	Project Surveyor I 163.00	Field Tech I 124.00	Field Tech II 98.00	Office Tech I CAD 120.00	Admin 120.00		
	Survey								
	Easement Preparation	8				4		12	\$ 1,848.00
	No Staking cost considered								\$ -
									\$ -
									\$ -
	Labor Hours	8	0	0	0	4	0	12	-
	Labor Dollars	\$1,368.00	\$0.00	\$0.00	\$0.00	\$480.00	\$0.00		\$1,848.00

Expenses: Mileage/materials  
 Underground Utility Locate Estimate  
 DHA Markup

Deliverables: AutoDesk V2026.dwg at 1" = 20' scale with one (1) foot contours

<b>TOTAL FEE</b>	<b>\$ 1,848.00</b>
------------------	--------------------

Prepared by: Doug Hartman

# AC WATERMAIN REPLACEMENT - VIEWPOINT



**Legend**

- Water Pipe
- Parcel
- Water Main to be Replaced
- MAPPING LIMITS**

**+/- 6,500 LF**

0 0.5 1 Miles

North Arrow



Redmond  
WASHINGTON



Disclaimer: This map is created with data maintained by GIS Services Group, Technology



## EXHIBIT A2

### Ciani & Hatch Engineering – Subconsultant Scope

January 13, 2026

**BHC CONSULTANTS**

1601 Fifth Avenue  
Suite 500  
Seattle, WA, 98101

Attn: Noah Allen, PE, PMP

Transmitted via email to: Noah.Allen@bhconsultants.com

**Re: Proposal for Geotechnical Engineering Services**  
Viewpoint AC Watermain Replacement  
Redmond, WA

Ciani & Hatch Engineering, PLLC (CHE) is pleased to submit this proposal for geotechnical engineering services in support of the Viewpoint AC Watermain Replacement project in Redmond, Washington (site). This proposal has been prepared with information provided by BHC Consultants (BHC, prime consultant) and the City of Redmond (City, project owner).

**PROJECT BACKGROUND**

The City is proposing to replace water and storm sewer piping in the Viewpoint neighborhood. The project will replace approximately 6,000 linear feet of 6-inch asbestos-cement (AC) water pipe with a new 8-inch line, installation of 110 water meters and service lines, and ten fire hydrants. Additionally, three segments of the proposed watermain are being assessed for replacement using trenchless drilling methods. Our understanding of the extents of the improvements is based on the Project Map provided in the RFP materials, reproduced below. The proposed pipeline replacement areas are shown in red.



## PROPOSED SCOPE OF SERVICES

### TASK 1.1: PROJECT MANAGEMENT AND ADMINISTRATION

Project management and administration includes project file setup, subcontractor management, project progress reporting and invoicing, and meeting attendance. CHE's primary involvement will be over a period of ten (10) months. CHE has assumed the following for meeting attendance:

- Attend one on-site kick-off meeting with the design team to be attended by two (2) CHE Staff.
- Attend up to six (6) 1-hr virtual design team meetings for the project.

### ASSUMPTIONS:

- Project duration is eighteen (18) months; CHE will be directly involved for ten (10) months.
- Ten (10) total invoice cycles are included in our scope.

### TASK 1.2: GEOTECHNICAL EXPLORATION PROGRAM

Execution of the geotechnical exploration program will include the following tasks:

- Review readily available, published geologic maps, geotechnical reports, and drawings for the Site.
- Prepare a Geotechnical Work Plan, which details the purpose, scope, and execution of the geotechnical exploration program. The Geotechnical Work Plan will include the location, type, and depth of geotechnical explorations, a site plan showing the proposed exploration locations, required traffic control plans, a schedule of geotechnical field activities, and the responsible party for each subcontractor.
- Prepare and submit a City of Redmond (City) Right-Of-Way (ROW) Use permit application package including the work plan, site plan, and traffic control plans. The application package will be submitted for the City's review and approval a minimum of four (4) weeks prior to mobilization for field work. At this time, CHE anticipates traffic control will consist of single lane closures with flaggers or partial closures of cul-de-sacs or eyebrow corners. Following completion of the exploration program, CHE will coordinate a final inspection with the City to close out the permit.
- One (1) staff member from CHE will visit the project site to confirm boring locations and equipment access.
- CHE will coordinate the clearance of underground utilities at the proposed exploration locations. Exploration locations will be marked in the field with white paint and stakes/flagging, as appropriate. The Washington Utilities Coordinating Council's "One Call" locating service will be contacted a minimum of 72 hours prior to drilling. CHE will confirm that all identified utilities on the ticket have been marked and/or cleared at each drilling location.
- CHE will schedule all subcontractors for the work and will coordinate with subcontractors to confirm the work meets the requirements of the ROW Use permit.
- CHE will subcontract a private utility locator to scan the proposed exploration locations utilizing a combination of electromagnetic locating and ground penetrating radar immediately prior to the advancement of the explorations to confirm public markings and identify unmarked obstructions.

- CHE will subcontract drilling, traffic control, and pavement restoration services to execute the geotechnical exploration program, which includes the following tasks:
  - Advancing a total of nine (9) subsurface explorations, with a total drilling footage of up to 130 feet. These borings will include:
    - Five (5) borings to support the conventional trench excavations along the alignment of the proposed watermain replacement. Each boring will be advanced to a depth of 10 feet below ground surface (bgs).
    - Two (2) borings to evaluate trenchless construction near NE 29<sup>th</sup> St and NE 30<sup>th</sup> Pl. Each boring will be advanced to a depth of 20 feet bgs and two standpipe piezometer groundwater monitoring wells will be installed (one in each boring).
    - Two (2) borings will be advanced to support the trenchless replacement near NE 33<sup>rd</sup> St connecting to 180<sup>th</sup> Ave NE. Each boring will be advanced to a depth of 20 feet and one standpipe piezometer groundwater monitoring well will be installed.
  - Standpipe piezometer groundwater monitoring wells will consist of 2-inch diameter PVC pipe extending to a maximum depth of 20 feet with steel flush-mount monuments. The bottom 10 feet of each pipe will be slotted to allow for groundwater to enter the well. CHE will install pressure transducer data loggers in each piezometer to continuously monitor groundwater levels. CHE will return to the site four times within a twelve-month period to download the data from the pressure transducers and distribute groundwater readings to the design team.
  - Traffic control will consist of single lane closures or partial closures of the cul-de-sacs or eyebrow corners. Driveway access for all residences will be maintained during the duration of work.
  - CHE personnel will monitor the advancement of the borings, collect soil samples, and prepare detailed boring logs of the conditions observed.
  - CHE will subcontract an asphalt company to remobilize within 2 months of completing subsurface explorations for pavement restoration. Borings will be backfilled with bentonite chip to the base of the pavement section, a 3'x3' saw cut will be completed at each boring, and an HMA patch will be completed. Pavement Restoration is anticipated to take 2 days to complete.
- Soil samples collected from the exploratory borings will be delivered to an external geotechnical laboratory for testing. The laboratory testing program is anticipated to include index testing (grain size distribution analyses, percent passing the #200 Sieve, and/or Atterberg limits determinations, as needed), and moisture content determinations.
- Soil samples obtained from the explorations will be held in storage for 30 days after submittal of CHE's final report or 180 days after completion of the exploration program, whichever is sooner. **After that date, the soil samples will be disposed of unless arrangements are made in writing to retain them.**

#### ASSUMPTIONS:

- Geotechnical exploration work will be completed during daylight hours between 8:00AM and 4:00PM. Geotechnical explorations are anticipated to take 3 days to complete.

- Existing pavement surfacing consists of flexible hot mix asphalt (HMA) pavement at each paved boring location. Pavement coring through PCC has not been included within this scope of work and is not anticipated at the boring locations.
- Proposed exploration locations will be completed within the City ROW.
- City will issue CHE a no-cost ROW Use permit.
- Right-of-Entry, if required, will be provided to CHE by the City at no-cost to support the proposed work presented in this scope.
- A recommended boring depth of 10 feet is provided for conventional trenched sections of the project based on our understanding that the water and storm pipe depth is no greater than 5 feet bgs.
- Boreholes in pavement will temporarily patched with cold mix asphalt. Boreholes will be permanently restored per requirements in City Standard Detail 203, Pavement Restoration for Window Cuts. Borings will be backfilled per DOE requirements.
- Boreholes completed in vegetated areas will be backfilled per DOE requirements. Care will be taken to protect existing vegetation through the use of track mats. Sod, if present, will be temporarily removed for advancement of the boring and replaced after boring completion.
- King County Metro bus stops may be impacted by the drilling program. Per King County Metro requirements, CHE will provide 5 to 10 business days' notice to King County Metro before the start of field work.
- Site soil is free of contaminants and analytical testing of soil and groundwater is excluded from this scope. If potentially contaminated soil or groundwater is detected during drilling, CHE will immediately stop drilling and notify BHC Consultants.
- Drill cuttings will be properly disposed of off-site.
- No locations will require Vector Truck excavation through the utility zone.
- Neither CHE nor its drilling subcontractor will be responsible for damage to unmarked or mismarked utilities.

**DELIVERABLES:**

- Geotechnical Work Plan
- City ROW Construction permit application package.

**TASK 1.3: GEOTECHNICAL EVALUATION AND DESIGN**

The results of the field exploration and laboratory testing program will be summarized in a draft report, which will be submitted to BHC for review and comment. Upon receipt, CHE will address comments and provide an updated draft to submit to the City for review and comment. CHE will incorporate all City comments and submit a final report, signed, and sealed by a Professional Engineer licensed to practice in Washington. The geotechnical engineering report will include:

- A summary of the anticipated soil and groundwater conditions, geotechnical laboratory testing, boring logs, and a site plan showing the approximate locations of the borings relative to the

proposed improvements, and a subsurface soil profile for the three segments of pipe alignment considering trenchless construction.

- A discussion of the near-surface soil and groundwater conditions observed along the project alignment.
- A summary of the observed hot mix asphalt (HMA) pavement thickness at each exploration location to inform pavement resurfacing depths.
- Recommendations associated with conventional trenching techniques including geotechnical parameters for trench shoring design, trench excavation considerations, and bedding and backfilling of pipelines.
- Geotechnical considerations for trenchless techniques (pipe bursting) as an installation method for the project, including excavation, dewatering, and temporary shoring considerations for the launching and receiving pits.
- Conclusions regarding the need to dewater temporary excavations and a discussion of potential dewatering methods that could be used, if required
- An evaluation of the suitability of excavated soil for use as trench backfill.
- A discussion of geotechnical construction considerations and requirements, including recommended quality assurance testing, seasonal work considerations, and equipment mobility/access related to trenching activities.
- CHE will review plans and specifications at the 30%, 60%, 90%, and 100% milestones for compliance with the geotechnical recommendations for the project.

#### **ASSUMPTIONS:**

- Well decommissioning is excluded from this scope of services.
- CHE assumes one round of comments from BHC and one round of comments from the City on the draft geotechnical engineering report.

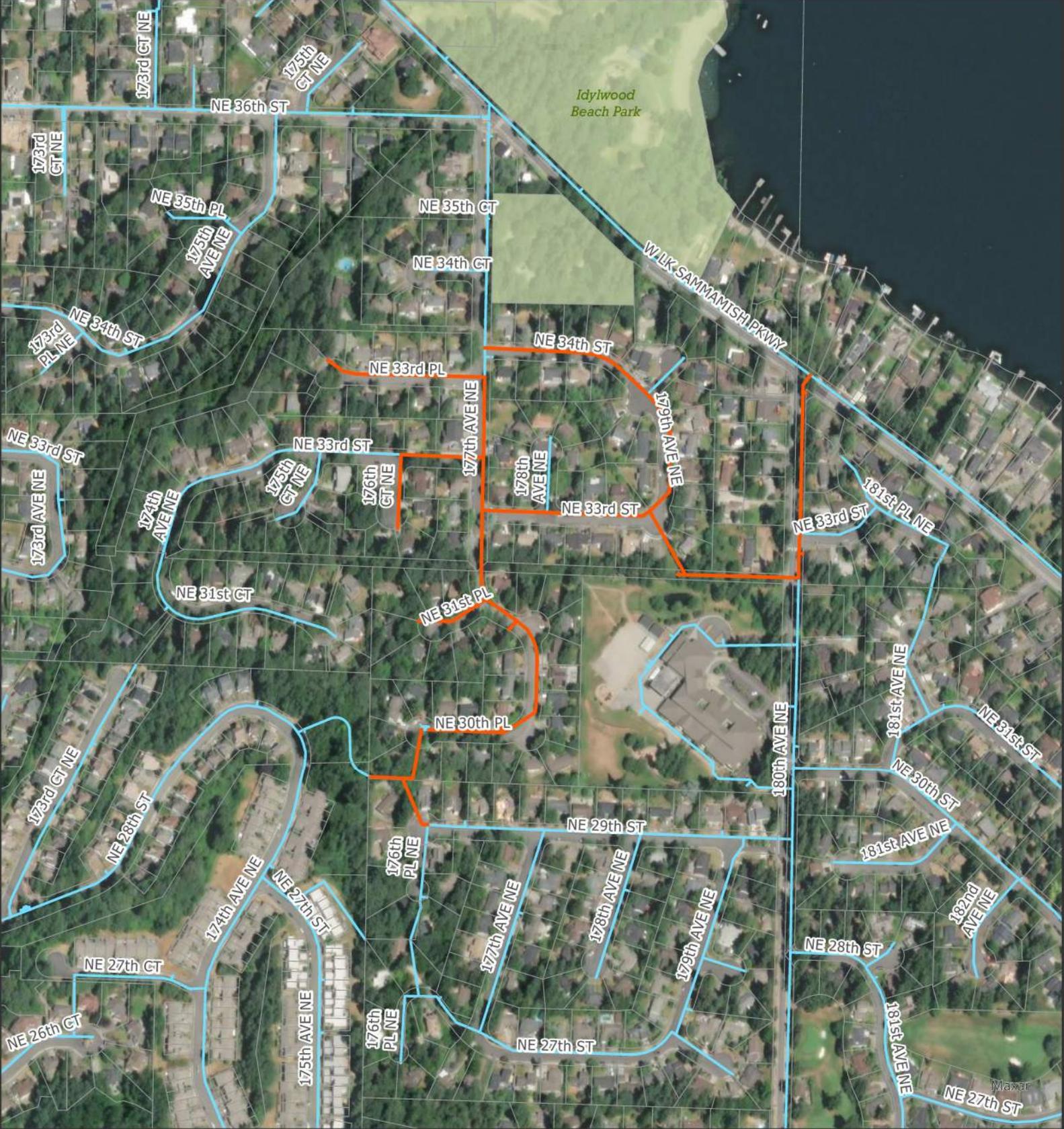
#### **DELIVERABLES:**

- Vicinity Map and Site Plan
- Soil boring logs
- Laboratory test results
- Groundwater monitoring plots
- Draft and Final Geotechnical Report provided in PDF format.

#### **CLOSING**

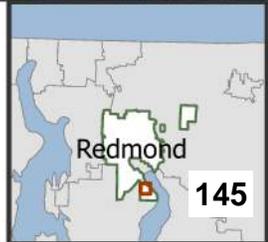
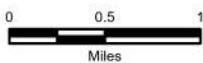
We appreciate the opportunity to work with you on this project. If you have questions or require additional information, please contact Sean at [sschlitt@chegeotech.com](mailto:sschlitt@chegeotech.com) (425-655-2558) or Whitney at [wciani@chegeotech.com](mailto:wciani@chegeotech.com) (208-408-0620).

# AC WATERMAIN REPLACEMENT - VIEWPOINT



## Legend

-  Water Pipe
-  Water Main to be Replaced
-  Parcel



Disclaimer: This map is created with data maintained by GIS Services Group, Technology and Information Services, City of Redmond, Washington. For reference purposes only.

Path: C:\Users\jain\OneDrive - City of Redmond\AC Water Main Replacement\Grants\July 2025 Grant App\AC WaterMain\_Map\AC WaterMain\_Map.aprx

## **Exhibit B**

### **DBE Participation Plan**

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

The estimated DBE percentage for the project is shown in Exhibit D and E.

**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

See full details in Exhibit A, A.1 & A.2

Standard: City of Redmond Datum Control, State Plan Coordinate System  
Format: Basemap in CAD/Civil3D 2013 or higher  
Transmission: SharePoint

B. Roadway Design Files

See full details in Exhibit A, A.1 & A.2

Standard: City of Redmond  
Format: Basemap in CAD/Civil3D 2013 or higher  
Transmission: SharePoint

C. Computer Aided Drafting Files

See full details in Exhibit A, A.1 & A.2

Standard: Consultant Drafting Standards  
Format: Basemap in CAD/Civil3D 2013 or higher  
Transmission: 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, A.1 and A.2

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

Deliverables outlined in Scope of Work Exhibit A, A.1 and A.2

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

Agency furnished services and information outlined in Scope of Work Exhibit A, A.1 and A.2

II. Any Other Electronic Files to Be Provided

Deliverables outlined in Scope of Work Exhibit A, A.1 and A.2

III. Methods to Electronically Exchange Data

City  
Masterworks

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D attached

**Exhibit D**

**Consultant Fee Determination**

Project Name: Viewpoint AC Watermain Replacement  
 Project Number: 2504  
 Consultant: BHC Consultants, LLC

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>DSC</b>	<b>Overhead 145%</b>	<b>Fee (Profit) 28%</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Principal QA/QC	64	\$ 96.00	\$139.46	\$27.22	\$263	\$16,811
Project Manager	616	\$ 92.00	\$133.65	\$26.08	\$252	\$155,066
Project Engineer	560	\$ 70.00	\$101.69	\$19.85	\$192	\$107,259
Senior Engineer	88	\$ 98.00	\$142.36	\$27.78	\$268	\$23,597
CAD	796	\$ 62.00	\$90.07	\$17.58	\$170	\$135,037
Project Assistant	174	\$ 58.00	\$84.26	\$16.44	\$159	\$27,614
Project Accountant Engineer	40 1,150	\$ 59.50 \$ 68.50	\$86.44 \$99.51	\$16.87 \$19.42	\$163 \$187.43	\$6,512 \$215,544
<b>Total Hours</b>						<b>3,488</b>
<b>Subtotal:</b>						<b>\$687,440</b>
<b>REIMBURSABLES</b>						
Mileage						\$500
Misc. Reimbursables						\$500
Arborist						\$7,000
Potholing - APS						\$160,000
Traffic Control Plans - National Barricade						\$6,000
<b>Subtotal:</b>						<b>\$174,000</b>
<b>SUBCONSULTANT COSTS (See Exhibit E)</b>						
Ciani and Hatch Engineers						\$152,558
DHA						\$89,459
<b>Subtotal:</b>						<b>\$242,017</b>

**Total:** \$1,103,457

**Contingency:** 96,543

**GRAND TOTAL:** \$1,200,000

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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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 Exhibit E, E.1, and E.2

## EXHIBIT E

### Subcontracted Work

Project Name: Viewpoint AC Watermain Replacement  
Project Number: 2504  
Consultant: BHC Consultants, LLC

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

<b>Subconsultant</b>	<b>Work Description</b>	<b>Amount</b>
Ciani and Hatch Engineers	Geotechnical	\$152,558
DHA	Surveying	\$89,459
<b>Total:</b>		<b>\$242,017</b>

**Exhibit E**

**Consultant Fee Determination**

Project Name: Viewpoint AC Watermain Replacement  
 Project Number: 2504  
 Subconsultant: **Ciani and Hatch Engineers**  
 Work Description: **Geotechnical**

**NEGOTIATED HOURLY RATES**

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total	
Principal Engineer	71	\$ 290.00			\$290	\$20,590	
Senior Engineer II	43	\$ 248.00			\$248	\$10,664	
Senior Engineer I	107	\$ 225.00			\$225	\$24,075	
Project Engineer	43	\$ 170.00			\$170	\$7,310	
Senior Staff Engineer	185	\$ 155.00			\$155	\$28,675	
Project Coordinator	24	\$ 160.00			\$160	\$3,840	
<b>Total Hours</b>					<b>473</b>	<b>Subtotal:</b>	<b>\$95,154</b>

**REIMBURSABLES**

Mileage						\$673
Field Supplies						\$165
E-Tape						\$245
Pressure Transducer						\$3,000
Holt Drilling (Drilling Subcontractor)						\$21,260
CNI - Utility Locating Subcontractor						\$1,860
OKTC - Traffic Control Subcontractor						\$6,895
CADCAB - CAD Support Subcontractor						\$3,300
HWA Geosciences - Laboratory Testing						\$4,705
ARC Restoration - Asphalt Patching Subcontractor						\$15,300
					<b>Subtotal:</b>	<b>\$57,404</b>

**SUBCONSULTANT COSTS**

					<b>Subtotal:</b>	

**Total:** \$152,558

**Exhibit E**

**Consultant Fee Determination**

Project Name: Viewpoint AC Watermain Replacement  
 Project Number: 2504  
 Subconsultant: **DHA**  
 Work Description: **Surveying**

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>DSC</b>	<b>Overhead</b>	<b>Fee (Profit)</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Principal Surveyor	57	\$ 171.00			\$171	\$9,747
Project Surveyor	172	\$ 163.00			\$163	\$28,036
Field Tech I		\$ 124.00			\$124	
Field Tech II	172	\$ 98.00			\$98	\$16,856
Office Tech I CAD	183	\$ 120.00			\$120	\$21,960
Admin	8	\$ 120.00			\$120	\$960
<b>Total Hours</b>	<b>592</b>				<b>Subtotal:</b>	<b>\$77,559</b>

**REIMBURSABLES**

Mileage/materials						\$1,100
Underground Utility Locates						\$10,800
<b>Subtotal:</b>						<b>\$11,900</b>

**SUBCONSULTANT COSTS**

<b>Subtotal:</b>						

**Total: \$89,459**

# **Exhibit F - Title VI Assurances Appendix A & E**

## **APPENDIX A**

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

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

# **Exhibit F - Title VI Assurances Appendix A & E**

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## 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**

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

## Exhibit G-1(a) Certification of Consultant

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

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_

Consultant (Firm Name)

\_\_\_\_\_

Signature (Authorized Official of Consultant)

\_\_\_\_\_

Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Mayor or Mayor Designee

Other

of the \_\_\_\_\_, and \_\_\_\_\_

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

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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Consultant (Firm Name)

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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.

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Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

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

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

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

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

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

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

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

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

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

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

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

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

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

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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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**

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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

# **Exhibit K**

## **Additional Terms and Conditions**

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The EPA is partially funding the project. Consequently, the following additional terms and conditions apply to the contract provisions:

### **Debarment and Suspension**

2 C.F.R. Part 180 & 2 C.F.R. Part 1532

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a federally funded project.

The contractor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The contractor acknowledges that failing to disclose the information required under 2 C.F.R. Part 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

When the contractor enters into a covered transaction with another person at the next lower tier, he or she must verify that the person with whom they intend to do business is not excluded or disqualified. Do this by:

- Checking the Excluded Parties List System (EPLS); or
- Collecting a certification from that person; or
- Adding a clause or condition to the covered transaction with that person. The contractor may access the EPLS at <https://sam.gov/content/home>.

### **Disadvantaged Business Enterprises (DBE)**

40 C.F.R. Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

### **Equal Employment Opportunity**

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.



Memorandum

**Date:** 3/3/2026  
**Meeting of:** City Council

**File No.** AM No. 26-033  
**Type:** Consent Item

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

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

Public Works	Shailee Jain	Project Manager
Parks	Lindsey Falkenburg	Functional Area Lead
Public Works	Steve Gibbs	Division Manager
Public Works	Brandon Buehler	Deputy Public Works Director

**TITLE:**

Approval of a Consultant Agreement with KPFF Consulting Engineers, in the amount of \$1,100,000, for the SE Redmond Park Project

**OVERVIEW STATEMENT:**

Public Works is requesting to approve the consultant agreement with KPFF Consulting Engineers in the amount of \$1,100,000. This agreement is for design services for the SE Redmond Park project, Project No. 2606.

This initial agreement includes the cost of the design phase. Future supplemental agreements will be for the construction phase and may include construction engineering support, construction management, inspection, and special inspection services.

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

**REQUESTED ACTION:**

- Receive Information     
 Provide Direction     
 Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
PARCC Plan  
Capital Investment Program
- **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:**  
Request for proposals advertised in September and October of 2025, proposals received, and evaluation of most qualified completed. KPFF Consulting Engineers is selected as the most qualified design consultant.  
  
Public Works is requesting this item go forward for Council approval at the March 3, 2026, Council business meeting.

**OUTCOMES:**

This project will design and construct a new 3.2 acre park in the SE Redmond neighborhood according to the community-driven Master Plan. The project includes new recreational infrastructure (playgrounds, picnic shelters, sports courts), public art, stormwater improvements, sustainable landscaping and tree canopy expansion.

Approving this action keeps the City on the path to completing design of the project, which, once constructed, will increase the parks level of service in an underserved, highly diverse and growing neighborhood.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Extensive public outreach was conducted during the Master Planning phase to shape the park’s vision and priorities based on community input. As the project moves into implementation, outreach efforts will shift focus toward keeping nearby residents informed about construction timelines, progress, and potential impacts.
- **Outreach Methods and Results:**  
City website, social media, engagement with Parks, Trails and Recreation Commission, and others
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$1,100,000

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Healthy and Sustainable

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

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

**Funding source(s):**  
Parks CIP, Impact Fees, General Fund, Recreation and Conservation Office (RCO) Grant

**Budget/Funding Constraints:**  
N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
2/24/2026	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:**  
None

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving the design contract affects the anticipated city project timeline for construction and the completion of this project would be delayed according to CIP budget documents.

**ATTACHMENTS:**

- Attachment A: Redmond Park Project Information Sheet
- Attachment B: Additional Project Information
- Attachment C: Consultant Agreement



# CIP Project Information Sheet

**Project Name:** SE Redmond Neighborhood Park

**Project Status:** Existing

**Functional Area(s):** Parks

**Relevant Plan(s):** PARCC Plan

**Neighborhood:** Southeast Redmond

**Location:** NE 67th Street

**Time Frame:** 2026-2031

**Budget Priority:** Healthy and Sustainable

**Citywide Rank:** 23

**Functional Area Priority:** High

**Description:**

Develop the 3.2 acre park in the SE Redmond neighborhood according to the Master Plan in order to increase the parks level of service in an underserved, highly diverse and growing neighborhood.

**Anticipated Outcomes:** *Primary:* Upgrade/Enhancement *Secondary:*

Development of the SE Redmond Park would expand level of service in a historically underserved and rapidly growing, diverse neighborhood.

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

Project approved in the 2025-2030 CIP budget process.

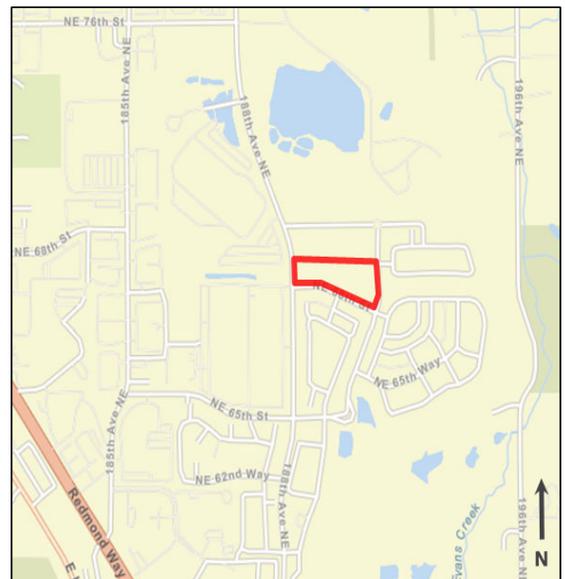
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget			\$1,136,916	\$2,822,184	\$4,329,548	\$3,568,943	\$1,650,000	\$250,000	\$13,757,591
Approved Changes									
<b>Current Approved Budget</b>			<b>\$1,136,916</b>	<b>\$2,822,184</b>	<b>\$4,329,548</b>	<b>\$3,568,943</b>	<b>\$1,650,000</b>	<b>\$250,000</b>	<b>\$13,757,591</b>
<b>Proposed New Budget</b>		<b>\$9,824</b>	<b>\$1,127,092</b>	<b>\$2,822,184</b>	<b>\$6,829,548</b>	<b>\$2,968,943</b>			<b>\$13,757,591</b>
Proposed changes due to	<input type="checkbox"/> Scope Change		<input checked="" type="checkbox"/> Schedule Change		<input type="checkbox"/> Budget Change				

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)		\$9,274	\$472,246						\$481,520
Right of Way		\$550							\$550
Design (31-100%)			\$428,014	\$1,498,049					\$1,926,063
Construction				\$601,785	\$5,254,737	\$2,274,132			\$8,130,654
Contingency			\$226,833	\$722,350	\$1,574,811	\$694,811			\$3,218,805
<b>Total</b>		<b>\$9,824</b>	<b>\$1,127,092</b>	<b>\$2,822,184</b>	<b>\$6,829,548</b>	<b>\$2,968,943</b>			<b>\$13,757,591</b>

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

Explanation:

Proposed Funding Sources:	Prior	2025-2030	Future	Total
General Fund		\$1,211,092		\$1,211,092
Impact Fees		\$10,047,254		\$10,047,254
Parks CIP		\$1,999,245		\$1,999,245
Grant (WA RCO)		\$500,000		\$500,000
<b>Total</b>		<b>\$13,757,591</b>		<b>\$13,757,591</b>



## Attachment B – Additional Project Information

### SE Redmond Park Project

#### Project Discussion

The project includes the design and construction of a new 3.2-acre park in the SE Redmond neighborhood, guided by the community-driven Master Plan. Planned features include recreational amenities such as playgrounds, a picnic shelter, and sports courts; public art; stormwater improvements; and sustainable landscaping with expanded tree canopy.

As part of the project, two studies will be conducted to evaluate parking needs and assess noise impacts from a proposed pickleball court. In addition, community outreach will be conducted to define and incorporate a community identity feature into the park design.

The site is located along the north side of NE 68th Street, bounded by 188th Avenue NE to the west, 191st Avenue NE to the east, and undeveloped land to the north. Screenshots of the existing site diagram and the preferred concept plan from the Master Plan are shown below.

#### [SE-Redmond-Park-Master-plan-Final](#)

### Existing Site & Scale



**SCALE COMPARISON FIGURES**

- DOWNTOWN REDMOND PARK LAWN** (Scale comparison figure)
- TENNIS COURT** (Scale comparison figure)
- PICKLE BALL COURTS (2)** (Scale comparison figure)
- MARYMOOR PARK ATHLETIC FIELDS PLAYGROUND** (Scale comparison figure)
- SMALL SIZE 20' X 30' 2-3 PICNIC TABLES** (Scale comparison figure)
- MEDIUM SIZE 30' X 50' 5-6 PICNIC TABLES** (Scale comparison figure)
- PARK SHELTER WITH SURROUNDING PAVING** (Scale comparison figure)
- MEDIUM SIZED COMMUNITY GARDEN SPACE (18 BEDS @ 10' X 20')** (Scale comparison figure)

Southeast Redmond Park | Master Plan Report

05 MARCH 14, 2024

# Overall Preferred Concept Plan



The project has received a \$500,000 grant from the Washington State Recreation and Conservation Office (RCO). Prior to construction, RCO review and approval of the required cultural resources permit is required. The park design will be compliant with the Americans with Disabilities Act (ADA).

Existing site conditions present several challenges. Standing water in the grass field results in soft and unstable ground conditions, which may affect stormwater design and require earthwork to be scheduled outside of the wet season. In addition, geotechnical investigations may identify hazardous materials or poor-quality fill due to the site’s former use as a gravel mining operation. Depending on investigation results, these conditions could affect both the project cost and schedule.

Currently construction is planned to begin in summer 2027.

### Project-Related Community/Stakeholder Outreach

Extensive public outreach was conducted during the Master Planning phase to shape the park’s vision and priorities based on community input. As the project moves into implementation, outreach efforts will shift focus toward keeping nearby residents informed about construction timelines, progress, and potential impacts.

Additional community engagement will support the selection of a community identity feature, likely through a public process to choose artwork that reflects the character of the neighborhood. This process will include coordination with the Redmond Arts Commission.

Design feature selections will also involve consultation with the Parks, Trails and Recreation Commission to ensure alignment with community goals and city standards.

Finally, public outreach will support the park's grand opening, helping to raise awareness and celebrate the completion of this new community asset.

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

Agreement Number:

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

## Index of Exhibits

- Exhibit A      Scope of Work
- Exhibit B      DBE Participation
- Exhibit C      Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D      Prime Consultant Cost Computations
- Exhibit E      Sub-consultant Cost Computations
- Exhibit F      Title VI Assurances
- Exhibit G      Certification Documents
- ~~Exhibit H      Liability Insurance Increase~~    **NOT USED**
- Exhibit I      Alleged Consultant Design Error Procedures
- Exhibit J      Consultant Claim Procedures

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](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:  
Agency:  
Address:  
City: State: Zip:  
Email:  
Phone:  
Facsimile:

If to CONSULTANT:

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

#### **IV. Time for Beginning and Completion**

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

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

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](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 car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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



### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Project No. 2606

The City does not anticipate receiving Federal Funding for the SE Redmond Park project. As such, the Consultant will not have access to the WSDOT Diversity Compliance program and is exempt from all reporting requirements within [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program.

## **EXHIBIT A SCOPE OF WORK V.3**

### **INTRODUCTION:**

The purpose of this contract is to provide architectural and engineering design services for the City of Redmond's (the City) SE Redmond Park Project. Generally, the scope of services will include Project Administration, Preliminary Designs and Engineering reports, Environmental and Permitting support, Geotechnical Studies and Design, Traffic Study, Cultural Resources Services, and Final designs including cost estimates and bid documents. Optional services, including value engineering and construction phase services, may be added in the future by amendment.

### **PROJECT BACKGROUND:**

Southeast Redmond Park is a 3.2-acre undeveloped site located between 188th Avenue NE and 191st Avenue NE, fronting NE 67th Street. The site is relatively flat and gently sloping with minimal vegetation and serves as a key buffer between a residential neighborhood and adjacent industrial uses. Classified as a neighborhood park, it is intended to serve the recreational needs of nearby residents and employees in the growing Southeast Redmond area, which is home to more than 7,000 residents.

Currently, the area lacks adequate public green space. Aside from a small privately maintained playground, there are limited options for walking, cycling, or active recreation. The nearest public park is Marymoor Park, located 1.5 miles away.

The City initiated a Master Planning process in 2023 to define the park's future design and amenities. The SE Redmond Park Master Plan, adopted by City Council in April 2024, established the framework for park development and will guide the design and construction phases of this project. The Master Plan also references a noise study and a community identity feature, which the City will coordinate separately to inform final design and construction.

### **REFERENCE DOCUMENTS TO BE PROVIDED TO THE SELECTED CONSULTANT:**

The following documents will be made available to the Consultant:

1. RCO Grant Agreement for SE Redmond Park.
2. Title Report.
3. Available Geotechnical Explorations.
4. Available As-Builts and Record Documents including Reports for downstream storm water mitigation facilities.
5. Project Charter.
6. Available Parking Studies from past work.
7. Noise report (for sport court use).
8. Plan for a Community Garden from a past project, for reference only.

### **SCOPE OF WORK:**

#### **GENERAL CONSIDERATIONS:**

1. Services supporting Construction will be scoped prior to Bid.
2. Hours and/or fee remaining on tasks will be available for subsequent tasks/effort if not exhausted during prior task's work.
3. Major deviations from the approved Master Plan site plan after preliminary design phase will be provided as an additional service.

## **CONSULTANT DELIVERABLE STANDARDS:**

1. For all deliverables, the Consultant shall provide the following unless otherwise specified in a particular task:
  - A. Plans, reports, and technical memoranda at 30%, 60%, 90% and 100% (final).
2. All survey datum shall use State Plane North, NAD 83 (91-HARN) tied to two Redmond horizontal control monuments. Vertical: NAVD 88 per City CIP Record Drawing Process 4/21/2025.
3. Electronic copies of all deliverables (reports, specifications, technical memos, calculations, etc.) shall be in native file format and Portable Document Format (PDF).
4. Draft agenda two business days before scheduled meetings or workshops.
5. Draft meeting/workshop notes within two business days following the event.
6. Plans/Drawings/Specifications shall meet the City of Redmond CIP Record Drawing Guidelines including:
  - A. Electronic plan/drawing files:
    - 1) Be provided in AutoCAD digital format as well as PDF files.
    - 2) Computer-aided-design (CAD) files shall be prepared with AutoCAD Civil 3D, Architectural 3D, MEP, Revit, or AutoCAD (most current version unless otherwise agreed to with the City). CAD files shall be prepared in accordance with City of Redmond CAD Standards.
    - 3) CAD files shall be prepared for full-size printing in ANSI D (22 x 34) format. All PDFs, except the 100% final submittals shall be prepared in ANSI B (11 x 17). Final 100% PDFs shall be prepared in ANSI D format.
    - 4) Shall include a graphic bar scale.
    - 5) Be provided on City SharePoint site, or other cloud-based site (Masterworks Cloud Platform), portable storage device, or other electronic media as approved by the City.
    - 6) Be unprotected with properly embedded fonts.
    - 7) Have the capability to be printed 11 x 17 (ANSI B) or 22 x 34 (ANSI D) size.
    - 8) For all plans other than final plans and drawing files which are addressed elsewhere, include the label "Preliminary" or include the appropriate Professional Engineer/Architect/Professional Land Surveyor stamp, signature, or certification on each sheet.
  - B. Electronic Specification files:
    - 1) City of Redmond Standard Specifications, supplemented by WSDOT specifications shall be utilized. Division 0 and 1 shall be based on a boilerplate provided by the City.
    - 2) Be provided electronically in Microsoft Word (with Track Changes) and PDF (without Track Changes).
    - 3) Microsoft Word documents shall be provided as one file per section and shall be modified and updated using Track Changes.
    - 4) Be provided on City SharePoint site, or other cloud-based site (Masterworks Cloud Platform), portable storage device, or other electronic media as approved by the City.
    - 5) Word files shall not be compiled into one document.
    - 6) Arial 11 font shall be used in the body of all specifications.
    - 7) Be unprotected with properly embedded fonts.
    - 8) Have the capability to be printed 8.5 x 11.

7. Final documents (specifications, reports, studies, etc.) shall include the appropriate Professional Engineer/Architect/Professional Land Surveyor stamp, signature or certification for all relevant sections and reports (geotechnical, hazardous waste survey, etc.)
8. The City will review the draft submittals and provide comments via email on a spreadsheet (or Bluebeam in a Bluebeam session established by the Consultant.) The Consultant shall provide responses to the City for each comment within a mutually agreed timeframe for receipt of the comments; timeframe to be determined during negotiations. Each comment response shall describe how the comment will be incorporated into the final document. Each comment response will be reviewed with the City to reach consensus on resolution.
9. The Consultant shall comply with the City's standards, guidelines, and requirements including but not limited to the following:
  - A. CAD Templates and standards
  - B. City of Redmond Stormwater Technical Manual (2025 version)
  - C. ADA Standards
  - D. Applicable Municipal Code(s)
  - E. City of Redmond Standard Specifications, supplemented by WSDOT Standard Specifications

**TASK 100 – PROJECT MANAGEMENT AND COORDINATION DURING PRELIMINARY AND FINAL DESIGN, THROUGH CONSTRUCTION.**

The Consultant shall manage preliminary, final design and construction phase project scope, schedule, and budget including:

1. Submit monthly progress reports that include earned value analysis, a brief narrative of work completed for the prior month and work expected to be completed during the next month for each Consultant task.
2. Identify any tasks that are delayed or determined to be at-risk, and prepare a summary of a recovery plan, dependencies, and project impacts.
3. Identify decisions, issues, and action items.
  - A. Prepare decision/actions/issue logs to be submitted with monthly reports.
4. Prepare a detailed project design schedule using the Critical Path Method (CPM) to identify the expected critical path and include appropriate internal and external milestones.
  - A. The contract schedule shall be updated as needed for major changes and included with the monthly reports.
5. Prepare for and participate in bi-weekly team meetings with the City.
  - A. At a minimum, the meetings shall be attended by the Consultant Project Manager, key members of the Consultant team as needed for discussion of task items and the City's project team members.
  - B. Meeting effort is anticipated to be approximately 1 hour (1/2hr for meeting, 1/2hr for follow up/review of notes, etc.)
  - C. Prepare meeting agendas, take attendance and notes with revisions as required.
  - D. Scoped bi-weekly meetings quantity is to be based on the anticipated project schedule, assuming 18 months overall (not including construction duration).

**DELIVERABLES:**

1. Monthly progress reports including schedule updates.
2. Summary of a recovery plan, dependencies, and project impacts.

3. Decision/actions/issue logs.
4. Contract schedule.
5. Meeting agendas, attendance, and notes.

### **TASK 200 – REVIEW OF EXISTING INFORMATION**

The Consultant shall:

1. Review existing documentation and visit the site to verify existing site conditions.
2. Prepare a site observation memorandum detailing the visit with photos.
  - A. The memorandum shall outline any conditions not concurrent with existing documentation and identify data that shall be necessary to be acquired for the project.
3. Prepare a site analysis summary (approximately 5-8 pages) documenting:
  - A. Existing elements of the site and surrounding context that would be pertinent to selection of preferred design alternatives and development of the design.
  - B. Anticipated tasks needed for completing design and documentation.

### **DELIVERABLES:**

1. Site analysis summary with the following outline:
  - A. Introduction and Purpose.
  - B. Summary of Existing Documents Reviewed.
  - C. Site Visit Notes.
  - D. Existing Site Analysis - Opportunities and Challenges.
  - E. Conflicts Identified (pertinent to design)- Site visit observations versus existing documentation.
  - F. Outstanding Information (also include how this missing information may impact design decisions unless/until resolved).
  - G. Proposed Next Steps.

### **ASSUMPTIONS:**

1. The City will provide electronic files of existing documentation.

### **TASK 300 – ALTERNATIVES ANALYSIS**

As part of the master planning process, a concept design was created and approved by the City. The Consultant shall utilize the Master Plan to develop a decision matrix of key decisions required for completion of the design and documentation.

Following Completion of Task 200, the Consultant shall:

1. Review the Master Plan and comments generated by City stakeholders and/or Project Team members.
2. Prepare and facilitate a meeting with the City to discuss the decision matrix and establish a plan for arriving at preferred design(s) for significant elements of the project that were not fully defined in the master plan including, but not limited to: the proposed shelter structure, the viewing mound, playground equipment and configuration, sport court layout and configuration, community garden layout and configuration.
3. Throughout the design phase deliverables, maintain the decision matrix and alternatives evaluation, to include:
  - A. Landscape Architecture – site programming and amenities.
  - B. Civil drainage, grading, and utilities.
  - C. Geotechnical and Environmental.

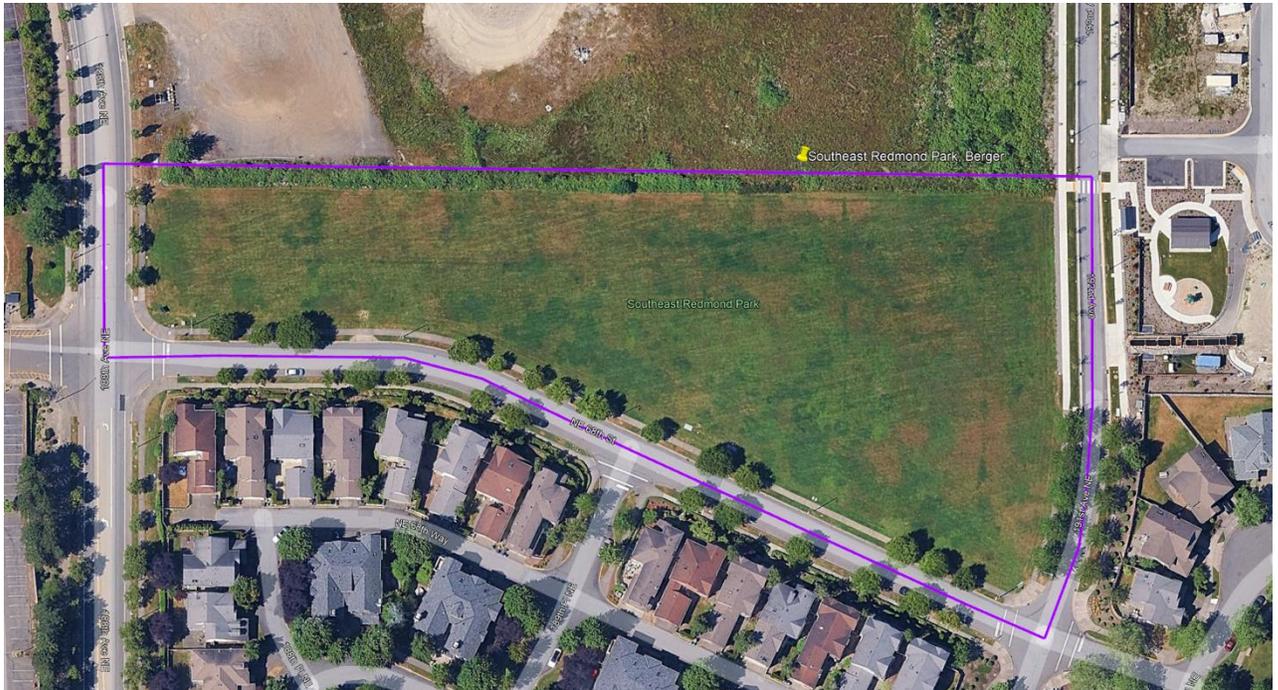
## DELIVERABLES:

1. Design decision and alternatives analysis matrix.
2. Meeting notes and attendance.
3. Alternatives evaluation is anticipated to include up to 3 alternatives for decision items

## TASK 400 – PRELIMINARY DESIGN

The Consultant shall:

1. Provide topographic Survey including base map, foliage, street frontage, critical areas, and other major topographical features. Include utility mapping including known City and utility franchises. Survey Extents to include (approximately):



2. Conduct geotechnical investigation and prepare Geotechnical Data Report (GDR) and Geotechnical Engineering Report (GER).
3. Develop the Preliminary design (30%) sufficient to document the project's requirements and to establish a project baseline design schedule and budget. Preliminary design documents shall include:
  - A. Drawings of site plan with project location and plan index, elevations, and sections sufficient to indicate site conditions, the scope and character of the project, size, location, and relationships of the project components, including diagrammatic or schematic drawings of proposed civil, and landscape aspects of the project. Plans include:
    - 1) Title sheet, General Notes Sheet.
    - 2) Topographic Survey plans documenting existing conditions.
    - 3) Extents of Demolition and Removal.
    - 4) Preliminary site grading.
    - 5) Sidewalks, pathways, trail improvements, sports court plan, extents of paving/concrete and ADA ramp replacements.
    - 6) Stormwater plan including catch basins, stormwater flow control and treatment, conveyance, and low impact development (LID) measures.

- 7) Preliminary utility plan including existing water service revisions.
  - 8) Preliminary playground equipment layout.
  - 9) Preliminary community garden layout and design.
  - 10) Location of structures (walls, vaults, fences, etc.)
  - 11) Preliminary landscaping and irrigation plans.
  - 12) Tree Preservation Plan
  - 13) Preliminary cross sections and plan details, where needed to meet Site Plan Entitlement (SPE) Permit submittal requirements.
- B. Preliminary Stormwater Report per City Stormwater Technical Notebook requirements.
  - C. A preliminary cost estimate, projected to the mid-point of construction and based on appropriate unit costs of design elements.
    - 1) The estimate should include assumptions for the contractor's general conditions, overhead and profit factors, and any other applicable cost factors.
  - D. Coordinate the preliminary selection and placement of a vendor provided prefabricated shelter.
  - E. Provide traffic planning for site ingress/egress and parking study.
  - F. Provide Geotechnical Data and Reporting.
    - 1) Geotechnical consultant will complete a subsurface investigation, analysis, and reporting for the Southeast Redmond Park geotechnical study. Soft and loose, fill soil is expected to underlie the project site overlying gravelly native soils. Thus, a comprehensive subsurface investigation is proposed to determine the extent of poor soil and assess the variability and infiltration feasibility of soil conditions across the site.
    - 2) We propose three days of geotechnical field exploration with a lightweight track-mounted drill rig. The borings will be drilled to the depths necessary to identify native soils, borings with split spoon sampling to characterize the soil and subsurface conditions across the park. The samples collected during drilling will be evaluated. Laboratory testing will be performed to assess soil engineering properties, and a subsurface profile through the site will be developed.
    - 3) Geotechnical Information shall be provided in two documents for review and archiving (draft and final documents for each).
      1. Geotechnical Data Report (data from site investigations, borings, tests, etc.)
      2. Geotechnical Engineering Report (soils report with analysis and design recommendations). The analysis will include foundation/bearing recommendations for the structures (such as the proposed covered shelter), liquefaction assessment, infiltration assessment, and subgrade/backfill evaluation. The results of the analysis will be summarized within a draft and final geotechnical engineering report.
4. Prepare a Basis of Design report outline that gathers project technical details and assumptions by discipline.

**DELIVERABLES:**

1. Topographic Survey.
2. Geotechnical Data Report and Geotechnical Engineering Report.
3. Preliminary Design Documents.
  - A. Plans developed as part of this task will be submitted to the City for SPE review.
4. Public Outreach Support as required by the City.
5. Preliminary Schedule.
6. Preliminary Cost Estimate.
7. Traffic Study.
8. Preliminary Storm Drainage Report.
9. Geotechnical Data report and Engineering Report.
10. Basis of Design (BOD) report draft.

**ASSUMPTIONS:**

1. Park Lighting is not included in the scope, assume Park will be closed after dusk. No accommodation for power outlets or telecommunications will be provided.
2. Frontage improvements are limited to replacement of existing non-compliant ADA ramps.
3. Accommodations and utilities for restroom facilities are not included in the scope.
4. The presence of contamination at the site is unknown. If contamination is encountered during drilling, the costs associated with addressing the contamination will be considered extra services.

**TASK 500 – ENVIRONMENTAL COMPLIANCE AND PERMITTING SERVICES**

This task includes permit applications and applicable documents, with support from the City Project Manager, Consultant shall be responsible for submitting and responding to permit comments to support obtaining approvals necessary to construct the project.

The Consultant shall provide environmental compliance services, including:

1. Develop and maintain a permit tracking matrix for applicable submittals and anticipated review periods.
2. Coordinate permits and their requirements, prepare permit applications, attend permit meetings, and maintain permit documentation.
  - A. Take meeting notes and notate action items.
  - B. Potential anticipated permits include:
    - 1) Draft NPDES Permit (DOE Construction Stormwater Permit with SWPPP)
    - 2) Site Plan Entitlement Permit (SPE)
    - 3) Support City's SEPA review process
  - C. Permitting may be needed for prefabricated shelter structure(s). Vendor and/or contractor will address permitting for this scope of work. Vendor will provide preliminary documentation to support SPE review, if needed, through coordination with the design consultant and City.
  - D. Cultural Resources services to include site exploration (archaeological field survey), technical studies and memoranda, or other environmental services warranted by the project. Assume completion of approximately thirty shovel probes.

**DELIVERABLES:**

1. Permit tracking matrix.
2. Meeting notes and action items.
3. Permit applications and studies, technical memoranda, and supporting documentation.
4. Permit comment responses.
5. Cultural Resources Plan including a survey and report.

**ASSUMPTIONS:**

1. The City will pay for all necessary permits.
2. The City will act as a lead agency for the SEPA process and will coordinate final notification process.
3. An updated Wet Weather Permit will not be required for a second wet weather season.
4. Coordinated Civil Review (CCR) and Clear and Grade permits are not required.
5. Two rounds of comments and subsequent revisions per permit have been anticipated.
6. If standard detail/documentation provided by the vendor for the shelter is insufficient for SPE review, additional service may be required to prepare adequate SPE level documentation.

**TASK 600 – COMMUNITY INVOLVEMENT SERVICES**

The Consultant shall work with the City to support public engagement through design presentations and visual boards as directed. It is the intent for the Consultant to support the City on presentation content and delivery as needed. The Consultant shall provide community involvement services including:

1. Prepare materials for community meetings as requested by the City.
  - A. One update for City Council (presentation by City staff) following preliminary investigations.
  - B. Graphics and materials for inclusion in the Redmond Newsletter.
    - 1) Presentation boards and graphics shall be provided for two community meeting events at 30% design and 60% design.
    - 2) Public presentation material shall include diagrams, images, and/or illustrative renderings conveying project process, previous outreach results, and proposed design ideas.
    - 3) An illustrative site plan following Preliminary Design including graphics for a City Website and narrative for inclusion in a City Newsletter.
2. Prepare and participate in outreach events to discuss specific site elements.
  - A. Prepare site specific presentation materials and take notes (up to 2 events).

**DELIVERABLES:**

1. Up to three image boards depicting the project amenities.
2. Up to five graphics to support the City's need for presentation materials.
3. Attendance at 2 PTRC meetings.
4. Attendance at 2 community outreach events.

## **ASSUMPTIONS:**

1. The City will be the lead for all community involvement efforts, including contacts and discussions with stakeholders, meetings, flyers, informational newsletters, signage, engagement logistics, website updates, and all other public information.
2. Assume up to 2 Parks Trails and Recreation Commission (PTRC) meetings.
3. The City will be responsible for selecting and coordinating the reservation of spaces for all public meetings and outreach events as needed.
4. Between 30% and 60% design, Consultant will provide materials to the City to support targeted feedback for playground equipment.

## **TASK 700 – DESIGN DEVELOPMENT SERVICES (60% AND 90% DESIGN)**

The Consultant shall prepare design development documents that expand, elaborate, resolve, and describe the accepted Preliminary design solution. Design development documents shall reflect the revisions, developments, and City review comments that occurred during the preliminary design phase.

The Consultant shall:

1. Advance, prepare, and provide 60% design documents that include drawings to demonstrate site preparation and erosion control, site layout, civil design and utilities, stormwater drainage design, site furnishings, trail and path layout, landscape and restoration, and other applicable details and drawings to convey the 60% design to a level depicting details for permit applications.
2. Prepare and provide 60% draft specifications, cost estimate with estimated quantities updated for 60% deliverables, and updated BOD.
3. Prepare Stormwater Report to meet City's Storm Drainage Requirements, two rounds of comments and subsequent revisions are anticipated.
4. Prepare and attend a design review meeting with the City following City review to resolve questions on design and review comments provided by the City.
  - A. Take meeting notes.
  - B. Upon written consent from the City, proceed to 90% design.
5. Advance, prepare, and provide 90% design documents, draft specifications, cost estimate, construction schedule, and updated BOD and incorporate City review comments
6. Prepare and attend a design review meeting with the City to present the 90% design and review comments provided by the City for clarification
  - A. Take meeting notes.
  - B. Upon written consent from the City, proceed to final design/construction documents.
7. 60% and 90% plans are anticipated to include the following sheets.
  - A. Cover Sheet
  - B. General project information sheet(s)
  - C. Topographic Survey documenting existing conditions
  - D. Site Preparation and Demolition Plan
  - E. TESC (Temporary Erosion & Sedimentation Control Plan & Details (including rough grading)
  - F. Traffic Control during construction
  - G. Grading Plans (detailed grading)
  - H. Sidewalks, Trails and Frontage improvements – Plan, profile, cross sections for paving, ADA ramps
  - I. Stormwater Drainage and Utility Plans & Details
  - J. Layout Plan & Details - horizontal control of park and associated

- K. Landscape Planting Plan & Details
- L. Hardscape Materials & Furnishing Plans & Details
- M. Irrigation Plan & Details
- N. Vendor provided building plans & details for shelter
  - 1) The design team will coordinate with the shelter vendor to define the shelter design and coordinate the detailing with the park design. Vendor provided plans will be incorporated into the overall contract documentation for design review, bid and construction.
  - 2) The building permit for the shelter shall be coordinated and secured by the selected contractor after bidding.
- O. Playground equipment layout and details and Sport Court layout and details
- P. Community Garden Layout and details
- Q. Exhibits prepared during this Design Development:
  - 1) Draft Staging, Construction Access, and Laydown Areas
- 8. Prepare and provide 90% draft maintenance summary to outline maintenance tasks for specialty features (as directed by the City.)
  - A. The maintenance summary is anticipated to include:
    - 1) Recommendations on maintenance activities of park areas.
      - 1. General grounds maintenance
      - 2. Special stormwater features maintenance requirements (as applicable)
      - 3. Special landscape/feature area maintenance requirements (as applicable)

**DELIVERABLES:**

- 1. 60% Design plans and draft specifications.
- 2. 60% Construction cost estimate.
- 3. 60% BOD update.
- 4. Stormwater report.
- 5. 60% Meeting notes, attendance, and minutes.
- 6. 90% Design plans and draft specifications.
- 7. 90% Construction cost estimate.
- 8. 90% Construction schedule.
- 9. 90% BOD update.
- 10. 90% Maintenance summary.
- 11. 90% Meeting notes, attendance, and minutes.

**ASSUMPTIONS:**

- 1. Project Specifications will use City of Redmond Standard Specifications, supplemented with WSDOT's standard specifications as a basis with Special Provisions provided by the Consultant.
- 2. The City will take 3 weeks for review of 60% documents before providing consent to proceed to 90% design and provide compiled reviewer comments.
- 3. The City will take 3 weeks for review of 90% documents before providing consent to proceed to construction documents and provide compiled reviewer comments.
- 4. Detailed design and engineering of a custom shelter structure is not included in the project scope. If required, detailed design and engineering of a custom shelter structure as needed for construction and/or permitting shall be contracted directly by the City of Redmond with the shelter vendor

## **TASK 800 – CONSTRUCTION DOCUMENTS**

The contract documents shall be drafted concurrently with the permit review and finalized after permit issuance.

The Consultant shall:

1. Advance, prepare and provide contract documents for the accepted coordinated design solution in sufficient scope, extent, detail, and format for construction level documents. All contract documents shall reflect the revisions of developments which occurred during the design development phase, and incorporate City review comments. The contract documents shall include:
  - A. Construction drawings and specifications sufficient to:
    - 1) Support approval of necessary construction permits.
    - 2) Be constructable and complete the project.
  - B. Technical specifications using WSDOT specification format calling for terms and conditions (especially measurement and payment), materials, equipment, execution, workmanship, and finishes for the project.
  - C. Reports, appendices, calculations, schedules, and other technical information necessary to supplement and support contract documents for construction permits approvals. Appendices to be prepared shall include:
    - 1) Checklist of contractor submittals, organized by pre-construction and during construction, and post-construction/closeout.
    - 2) Checklist of inspections and material testing required during construction (e.g., geotechnical engineer inspections, material testing, special inspections).
2. Provide final version of the following documents/exhibits:
  - A. Construction schedule.
  - B. Construction Phasing, if needed.
  - C. Staging, Construction Access, and Laydown Areas.
3. Update BOD with final design developments.
4. Provide final maintenance summary.
5. Provide the final construction cost estimate, revised to reflect current costs as well as modifications and additions made during this task.
6. Examine and check completed contract documents to verify completeness, accuracy and continuity between the City provided General Requirements and Special Provisions and the drawings and specifications.
7. Upon review and direction from the City and procurement, revise and correct contract documents and resubmit for final review, one round of revision has been anticipated to incorporate final City review comments.
8. Review the City supplied documentation for coordination with the project design and requirements. Minor modifications have been anticipated as a result of this review exercise.

### **DELIVERABLES:**

1. Contract documents.
2. Construction schedule with estimated duration of construction activities.
3. Updated and Signed BOD.
4. Final maintenance summary.
5. Final construction cost estimate.
6. Final contract documents.

**ASSUMPTIONS:**

1. The documents will not be submitted to procurement to advance to the bid phase until they are complete and approved by the City.
2. Division 1 and Front End documents will be provided by the City, with review and comment by the Consultant.

**TASK 900 – BID SERVICES**

The Consultant shall:

1. Provide written technical input to respond to bidder questions received by the City.
2. Provide technical input which may include revised specifications or drawings for use in addenda. Revisions to the construction documents prepared by the design team are anticipated to be minor in nature.
3. Participate in and take meeting notes, action items at pre-bid.

**DELIVERABLES:**

1. Written response to bidder questions.
2. Revised documents for addenda, if needed.
3. Meeting notes, action items, and attendance.

**ASSUMPTIONS:**

1. The City will lead the bidding process including posting bid documents for bidders to access, receiving bid RFI's from bidders and transmitting them to the prime consultant for response, posting responses to bid RFI's to bidders, posting bid addendums to bidders, and receive bids.
2. Assume 1 addendum during bid period.

**TASK 1000 – SERVICES DURING CONSTRUCTION – NOT INCLUDED IN SCOPE. TO BE DETERMINED PRIOR TO BID**

The Consultant shall:

1. Provide Team Direction and Management through Construction and Closeout.
2. Meetings: Attend meetings with the City, Consultant team, and contractor. Assume weekly construction coordination meeting during Construction Phase.
3. Engineering Services during Construction.
  - A. Submittal Review: Perform submittal reviews from the Contractors for conformance with the contract documents.
  - B. RFI Review: Prepare technical responses to Contractor RFIs as directed by the City.
  - C. Change Order Review: Provide change order review assistance as directed by the City.
  - D. Summary of geotechnical conditions during construction: Inspect geotechnical conditions during construction and conduct supplemental geotechnical testing if needed.
  - E. Field visits to observe construction is generally in conformance with Contract Documents.
  - F. Final Acceptance Inspection: Provide technical services for final construction acceptance inspections directed by the City.
    - 1) Punch walk: Consultant will perform site visit to observe completed construction and identify any items requiring contractor remedy prior to final acceptance.
    - 2) Back punch walk will be performed to observe remedied conditions.

**DELIVERABLES:**

1. Submittal review documentation.
2. RFI review documentation
3. Change order review comments.
4. Punch walk site observation reports by discipline

**TASK 1100 – CONSTRUCTION AND CLOSEOUT DOCUMENTATION – NOT INCLUDED IN SCOPE. TO BE DETERMINED AFTER FINAL DESIGN**

The Consultant shall:

1. Perform review of contractor’s construction record documents, red-lines, operations and maintenance manuals, warranty documentation, and other construction documentation for conformance with the contract documents and City of Redmond CIP Project Submittal Process (approved 4/21/2025).

**DELIVERABLES:**

1. Provide record drawings to the City.
2. Provide Completed “Digital Submittal Checklist”.
3. One full size record drawing plan set in PDF format.

**TASK 1200 – MANAGEMENT RESERVE**

The Consultant may provide services which are unplanned, urgent, and/or critical to maintaining the project schedule and progress of the work. The work of this task must be specifically scoped, agreed to, and authorized in writing by the City prior to performing the work. Work areas may include but not be limited to:

1. Provide documentation for changes.
2. Provide graphics for project signage (as directed by the City)
  - 1) A Park sign
  - 2) An RCO sign (may be incorporated into the park sign)
  - 3) Educational Sign
3. City of Redmond Eco Score Requirements, if required.
4. Develop additional design drawings, concepts, specifications, or analysis.
5. Provide additional surveying, geotechnical, structural, electrical, or other field work.
6. Attend additional meetings and answer questions.
7. Prepare draft responses to project inquiries from the public, City or the City, and stakeholders.
8. Right-of-Way Permit for off-site utility pothole explorations.
9. On-site lighting.
10. Revised Wet Weather Permit.
11. Additional Structural components (if required and authorized by the City)
  - 1) Shelter Foundations
  - 2) Stormwater Detention Vault
  - 3) Light Pole Foundations

**END OF SCOPE**

**Exhibit B**  
**DBE Participation Plan**

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

# **Exhibit C**

## **Preparation and Delivery of Electronic Engineering and Other Data**

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See full details in Exhibit A

Standard: City of Redmond Datum Control, State Plan Coordinate System  
Format: Basemap in CAD/Civil3D 2013 or higher  
Transmission: SharePoint

B. Roadway Design Files

See full details in Exhibit A

Standard: City of Redmond  
Format: Basemap in CAD/Civil3D 2013 or higher  
Transmission: SharePoint

C. Computer Aided Drafting Files

See full details in Exhibit A

Standard: Consultant Drafting Standards  
Format: Basemap in CAD/Civil3D 2013 or higher  
Transmission: 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

Deliverables outlined in Scope of Work 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

Deliverables outlined in Scope of Work Exhibit A

III. Methods to Electronically Exchange Data

City  
Masterworks

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D attached

**Exhibit D**

**Consultant Fee Determination**

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Consultant: KPFF Consulting Engineers

**NEGOTIATED HOURLY RATES**

Classification	Hours	DSC	Overhead		Fee		Total Hourly Rate	Total	
			157.97%		(Profit) 25%				
Principal	466	\$ 98.88	\$156.20		\$24.72		\$279.801	\$130,387.14	
Project Coordinator	234	\$ 44.44	\$70.20		\$11.11		\$125.752	\$29,425.94	
Associate	260	\$ 89.84	\$141.92		\$22.46		\$254.220	\$66,097.26	
Project Engineer	586	\$ 56.60	\$89.41		\$14.15		\$160.161	\$93,854.36	
Design Engineer - Civil	562	\$ 46.88	\$74.06		\$11.72		\$132.656	\$74,552.86	
Design Engineer - Structural	52	\$ 55.54	\$87.74		\$13.89		\$157.162	\$8,172.40	
Senior Structural Engineer	32	\$ 89.84	\$141.92		\$22.46		\$254.220	\$8,135.05	
Senior CAD Technician	344	\$ 62.90	\$99.36		\$15.73		\$177.988	\$61,227.92	
<b>Total Hours</b>							2,536	<b>Subtotal:</b>	\$471,853
<b>REIMBURSABLES</b>									
Mileage								\$500	
Reproduction (copies, plots, etc.)								\$250	
Miscellaneous								\$100	
<b>Subtotal:</b>								\$850	
<b>SUBCONSULTANT COSTS (See Exhibit E)</b>									
Berger Partnership								\$341,822	
DCW								\$24,450	
Shannon & Wilson								\$74,692	
True North								\$32,506	
AQUA TERRA								\$14,041	
TenW								\$17,130	
Design TWO FOUR TWO SIX								\$16,000	
Reyes								\$6,640	
<b>Subtotal:</b>								\$527,281	

**Total:** \$999,984

**Management Reserve:** 100,016

**GRAND TOTAL:** \$1,100,000

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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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 Exhibit E and E1-E7 attached

## EXHIBIT E

### Subcontracted Work

Project Name: SE Redmond Park Design and Construction Support  
Project Number: 2606  
Consultant: KPFF Consulting Engineers

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	\$341,822
DCW	Cost Estimating	\$24,450
Shannon & Wilson	Geotech	\$74,692
True North	Survey	\$32,506
AQUA TERRA	Archeological	\$14,041
TenW	Traffic	\$17,130
Design TWO FOUR TWO SIX	Irrigation	\$16,000
Reyes	Electrical	\$6,640
	<b>Total:</b>	<b>\$527,281</b>

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **Berger Partnership**  
 Work Description: **Landscape**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 197%	Fee (Profit) 25%	Total Hourly Rate	Total
Principal	106	\$ 76.92	\$151.46	\$19.23	\$247.61	\$26,247
Associate	716	\$ 57.69	\$113.60	\$14.42	\$185.71	\$132,968
Project Manager	433	\$ 42.55	\$83.79	\$10.64	\$136.97	\$59,309
Landscape Designer	1,044	\$ 32.36	\$63.72	\$8.09	\$104.17	\$108,754
Design Lead / QC	56	\$ 57.75	\$113.72	\$14.44	\$185.90	\$10,411
Administration	20	\$ 37.02	\$72.90	\$9.26	\$119.17	\$2,383
<b>Total Hours</b>						<b>2,375</b>
<b>Subtotal:</b>						<b>\$340,072</b>

#### REIMBURSABLES

Mileage	\$500	
Reproduction (copies, plots, etc.)	\$750	
Miscellaneous	\$500	
<b>Subtotal:</b>		<b>\$1,750</b>

#### SUBCONSULTANT COSTS

	<b>Subtotal:</b>	
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**Total: \$341,822**

**Exhibit E**

**Consultant Fee Determination**

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: DCW  
 Work Description: Cost Estimating

**NEGOTIATED HOURLY RATES**

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Managing Director	8	\$ 210.00			\$210	\$1,680
Sr. Project Manager	18	\$ 195.00			\$195	\$3,510
Sr. Associate	26	\$ 185.00			\$185	\$4,810
Cost Consultant	76	\$ 175.00			\$175	\$13,300
QC Administration	8	\$ 125.00			\$125	\$1,000
<b>Total Hours</b>	136				<b>Subtotal:</b>	\$24,300

**REIMBURSABLES**

Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						\$150
<b>Subtotal:</b>						\$150

**SUBCONSULTANT COSTS**

<b>Subtotal:</b>						

**Total: \$24,450**

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **Shannon & Wilson**  
 Work Description: **Geotech**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Vice President	54	\$ 282.01			\$282	\$15,229
Engineer III	274	\$ 132.17			\$132	\$36,215
CADD Technician	12	\$ 120.82			\$121	\$1,450
Administration	24	\$ 99.77			\$100	\$2,394
<b>Total Hours</b>						<b>364</b>
					<b>Subtotal:</b>	<b>\$55,287</b>

#### REIMBURSABLES

Lab Testing	\$1,000	
Drilling	\$18,205	
Mileage & Tolls	\$200	
<b>Subtotal:</b>		<b>\$19,405</b>

#### SUBCONSULTANT COSTS

	<b>Subtotal:</b>	
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**Total: \$74,692**

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **True North**  
 Work Description: **Survey**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Principal	4	\$ 230.00			\$230	\$920
Project Surveyor	18	\$ 192.00			\$192	\$3,456
Cadd Technician	56	\$ 160.00			\$160	\$8,960
Crew Chief	56	\$ 156.60			\$157	\$8,770
Instrument Person	56	\$ 113.40			\$113	\$6,350
GPS Person		\$ 210.00			\$210	
Office Manager	3	\$ 175.00			\$175	\$525
Administration	5	\$ 110.00			\$110.00	\$550
<b>Total Hours</b>						<b>198</b>
					<b>Subtotal:</b>	<b>\$29,531</b>
<b>REIMBURSABLES</b>						
Mileage						\$420
Locates						\$2,000
Miscellaneous						\$131
Recording Fees						\$424
					<b>Subtotal:</b>	<b>\$2,975</b>
<b>SUBCONSULTANT COSTS</b>						
						<b>Subtotal:</b>

**Total: \$32,506**

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **AQUA TERRA**  
 Work Description: **Archeological**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Project Manger	24	\$ 212.76			\$212.76	\$5,106.24
Sr. Archeologist	10	\$ 200.59			\$200.59	\$2,005.90
Team Lead	8	\$ 133.73			\$133.73	\$1,069.84
Archeologist	34	\$ 76.44			\$76.44	\$2,598.96
CR Specialist	44	\$ 69.54			\$69.54	\$3,059.76
<b>Total Hours</b>		120			<b>Subtotal:</b>	<b>\$13,840.70</b>
<b>REIMBURSABLES</b>						
Mileage						\$200
Reproduction (copies, plots, etc.)						
Miscellaneous						
					<b>Subtotal:</b>	<b>\$200</b>
<b>SUBCONSULTANT COSTS</b>						
					<b>Subtotal:</b>	

**Total: \$14,040.70**

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **TenW**  
 Work Description: **Traffic**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Principal	6	\$ 250.00			\$250	\$1,500
Sr. Project Manager	32	\$ 190.00			\$190	\$6,080
Engineer 1	60	\$ 150.00			\$150	\$9,000
Administration	4	\$ 100.00			\$100	\$400
<b>Total Hours</b>						<b>102</b>
					<b>Subtotal:</b>	<b>\$16,980</b>
<b>REIMBURSABLES</b>						
Mileage						\$150
Reproduction (copies, plots, etc.)						
Miscellaneous						
					<b>Subtotal:</b>	<b>\$150</b>
<b>SUBCONSULTANT COSTS</b>						
						<b>Subtotal:</b>

**Total: \$17,130**

**Exhibit E**

**Consultant Fee Determination**

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **Design TWO FOUR TWO SIX**  
 Work Description: **Irrigation**

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>DSC</b>	<b>Overhead</b>	<b>Fee (Profit)</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Sr. Irrigation Designer	25	\$ 175.00			\$175.00	\$4,375.00
Irrigation Designer	93	\$ 125.00			\$125.00	\$11,625.00
<b>Total Hours</b>						<b>118</b>
					<b>Subtotal:</b>	<b>\$16,000</b>

**REIMBURSABLES**

Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
					<b>Subtotal:</b>	

**SUBCONSULTANT COSTS**

					<b>Subtotal:</b>	

**Total: \$16,000**

# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

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

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

# **Exhibit F - Title VI Assurances Appendix A & E**

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## 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**

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

## Exhibit G-1(a) Certification of Consultant

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

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_

Consultant (Firm Name)

\_\_\_\_\_

Signature (Authorized Official of Consultant)

\_\_\_\_\_

Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Mayor or Mayor Designee

Other

of the \_\_\_\_\_, and \_\_\_\_\_

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

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

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

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

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

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

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

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

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

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

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

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

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

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

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

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

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

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

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

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

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

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

## **Step 5 Forward Documents to Local Programs**

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

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

# *Exhibit J*

## **Consultant Claim Procedures**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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



Memorandum

Date: 3/3/2026  
Meeting of: City Council

File No. AM No. 26-034  
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Cameron Zapata	Senior Park Planner
Parks	Lindsey Falkenburg	Park Planning Manager
Finance	Blake Ruiz	Senior Financial Analyst

**TITLE:**

Authorize the Mayor to Sign a Contract with King County for the Parks Property Tax Levy Agreement

**OVERVIEW STATEMENT:**

On August 5, 2025, King County voters approved ballot measure Proposition 1 to renew the King County Parks Levy for another six years starting January 1, 2026. These revenues are to maintain and improve parks, trails, and natural areas so they are safe, accessible, well-connected, and protected for all King County residents to enjoy.

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

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2023 Park, Arts, Recreation Culture and Conservation (PARCC) Plan, Redmond 2050
- **Required:**  
Council approval is required to accept funds.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

This agreement provides Redmond with a consistent funding source over the next six years to support Parks capital

projects, and park system maintenance and operations. Funding will be distributed over the course of each year and is dependent on a number of varying factors such as population estimates, assessed property values and tax collection.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
N/A

**Budget Priority:**  
N/A

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

***If yes, explain:***

Authorizing the Mayor to sign this agreement will allow the City of Redmond to continue receiving funding from the King County Parks Levy, which it has provided funding from since 2008.

**Funding source(s):**  
King County Parks Property Tax Levy Agreement

**Budget/Funding Constraints:**  
In order to accept the funds, authorization from the Mayor is required.

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
2/24/2026	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Levy proceeds are anticipated to be transferred to recipients with signed agreements in May 2026.

**ANTICIPATED RESULT IF NOT APPROVED:**

There would be a loss of funding, requiring Parks capital projects to rely on alternative funding sources, which could push projects further out and delay timelines.

**ATTACHMENTS:**

Attachment A: King County Ordinance 19922

Attachment B: Parks Property Tax Levy Agreement Between King County and City of Redmond



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19922

**Proposed No.** 2025-0130.1

**Sponsors** Dembowski, von Reichbauer  
and Backus

1 AN ORDINANCE providing for the submission to the  
2 qualified electors of King County at a special election to be  
3 held in King County on August 5, 2025, of a proposition  
4 authorizing a property tax levy in excess of the levy  
5 limitation contained in chapter 84.55 RCW for a period of  
6 six consecutive years, at a total rate of not more than  
7 \$0.2329 per one thousand dollars of assessed valuation in  
8 the first year and limiting annual levy increases by the King  
9 County inflation plus population index published by the  
10 King County office of economic and financial analysis, or  
11 the chapter 84.55 RCW limitation, whichever is greater in  
12 years two through six for the purpose of maintaining and  
13 operating King County's open space system; improving  
14 parks, recreation, access, and mobility in King County by  
15 acquiring lands and continuing to develop and support  
16 parks, recreation facilities, and regional trails; improving  
17 parks and trails in and acquiring lands by metropolitan  
18 parks districts, towns and cities in King County; funding  
19 environmental education, maintenance and conservation

Ordinance 19922

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20 programs at the Woodland Park Zoo; funding  
 21 environmental education, maintenance and conservation  
 22 programs at the Seattle Aquarium; funding development,  
 23 maintenance, and programming for Seattle's Waterfront  
 24 park; funding environmental and climate stewardship and  
 25 education at Pacific Science Center; funding a capital  
 26 project at Memorial Stadium; and funding capital  
 27 improvements at public pools, for all King County  
 28 residents; repealing Ordinance 19914, Section 1, Ordinance  
 29 19914, Section 2, Ordinance 19914, Section 3, Ordinance  
 30 19914, Section 4, Ordinance 19914, Section 5, Ordinance  
 31 19914, Section 6, Ordinance 19914, Section 7, Ordinance  
 32 19914, Section 8, Ordinance 19914, Section 9, and  
 33 Ordinance 19914, Section 10; and declaring an emergency.

34 STATEMENT OF FACTS:

35 1. King County owns and operates a system of regional and local parks  
 36 and trails that consists of thirty-two thousand acres of parklands and more  
 37 than one hundred eighty-five miles of regional trails. The county provides  
 38 regional trails, regional recreational facilities, regional natural areas,  
 39 regional parks, and local parks in unincorporated areas. Examples of  
 40 regional and local county parks and trails include Marymoor park, Cougar  
 41 Mountain Regional Wildland park, Steve Cox Memorial park, Dick

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42 Thurnau Memorial park, the Weyerhaeuser King County Aquatic Center,  
43 and the Sammamish River trail.

44 2. Parks, natural areas, and trails contribute to a high quality of life. A  
45 robust system of parks and trails provides: physical, social, and mental  
46 health benefits to individuals; economic opportunity through recreation  
47 and tourism; economic growth for private businesses that must attract and  
48 retain skilled workers; increased climate resilience; environmental benefits  
49 like clean water and healthy habitat; and cultural resource protection  
50 through open space conservation. King County's open space system  
51 provides all these benefits to King County residents and businesses.

52 3. Provision of urban green space, through parks or other investments  
53 such as street trees, is particularly important to achieve the benefits listed  
54 above. The addition of trees and plants to concrete-dominated urban areas  
55 can help reduce the higher ambient temperatures in those areas, which are  
56 anticipated to worsen as anthropogenic climate change progresses. That  
57 contributes to health and quality of life for nearby residents, in addition to  
58 providing additional capacity to sequester planet-warming greenhouse  
59 gases.

60 4. The 2002 Parks Business Transition Plan, adopted by the King County  
61 council and enacted by Ordinance 14509, became the blueprint for  
62 establishing the regional open space system we have today. Building on  
63 that blueprint, the county has adopted open space plans, which have  
64 provided the framework guiding King County in the acquisition, planning,

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65 development, stewardship, maintenance, and management of its complex  
66 system of parks, regional trails, and acres of open space. The latest open  
67 space plan was updated in 2022 and adopted by Ordinance 19501.

68 5. In implementing the open space plan, the parks and recreation division  
69 of the department of natural resources and parks has successfully focused  
70 its lines of business on regional parks and trails, backcountry trails, natural  
71 areas, and local parks in unincorporated King County and has  
72 implemented business practices that generate revenue from park system  
73 assets by implementing or increasing user fees and establishing corporate  
74 and community partnerships that enhance park amenities and leverage  
75 public and private dollars to improve parks and increase access to parks.

76 6. Consistent with the recommendations of past parks-related task forces  
77 and community advisory committees, the county has sought voter-  
78 approved levies on four prior occasions: in 2003, enacted by Ordinance  
79 14586, to provide maintenance and operating funding for the parks and  
80 recreation division for 2004 through 2007; in 2007, enacted by Ordinance  
81 15759, to provide funding for maintenance and operations as well as  
82 funding for open space acquisition, regional trail development, the  
83 Woodland Park Zoo and for King County towns and cities for use in their  
84 open space acquisition and trail projects for 2008 through 2013; in 2013,  
85 enacted by Ordinance 17568, to provide funding for maintenance and  
86 operations as well as for open space acquisition, asset maintenance and  
87 improvement, parks and trails projects, the Woodland Park Zoo and for

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88 King County towns and cities to use for their parks and recreation for  
89 2014 through 2019; and in 2019, enacted by Ordinance 18890, to provide  
90 funding for maintenance and operations as well as for open space  
91 acquisition, asset maintenance and improvement, parks and trails projects,  
92 the Woodland Park Zoo, the Seattle Aquarium, aquatic facilities, and for  
93 King County towns and cities to use for their parks and recreation for  
94 2020 through 2025. Voters approved the funding measures on all four  
95 occasions that they were on the ballot. The voter-approved levies have  
96 helped keep the open space system clean, safe, and open.

97 7. Tribal nations are comanagers with the county in managing our shared  
98 public lands, waters, and resources. The county recognizes that this  
99 relationship is informed and guided by the treaty rights, which many tribes  
100 exercise within King County. The department of natural resources and  
101 parks has undertaken many actions with tribes as comanagers in an effort  
102 to foster mutual respect, and establish regular and meaningful  
103 communication, cooperation, and consultation with tribal officials in  
104 developing and executing state and King County policies that have tribal  
105 implications. The county has an ongoing goal to strengthen the  
106 government-to-government relationship with tribes that share territory  
107 with and have interests in King County

108 8. The 2020 through 2025 voter-approved parks, trails, and open space  
109 replacement levy provides approximately eighty-five percent of the  
110 operating budget of the parks and recreation division, with approximately

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111 fifteen percent generated through business activities and entrepreneurial  
112 efforts. King County general fund support to the parks and recreation  
113 division was eliminated as of 2011.

114 9. The community partnerships and grants program enacted by Ordinance  
115 14509 enhances parks amenities by partnering with parks and recreation  
116 organizations. Since the inception of the community partnership and grant  
117 program in 2003, more than seventy projects representing more than  
118 seventy million dollars' worth of new, enhanced, or preserved public  
119 recreation facilities have been completed, with only twenty-two million  
120 dollars of King County capital investment.

121 10. The Woodland Park Zoo received distributions from the past three  
122 voter-approved levies to supplement zoo operating revenue for education  
123 and conservation programs, horticulture and maintenance, and capital  
124 improvements. Levy proceeds distributed to the zoo provided  
125 environmental education, programming and transportation focusing on  
126 accessibility for underserved areas, supported thousands of students-  
127 annually, and benefitted residents throughout King County. Levy  
128 proceeds also provided conservation and animal care for threatened  
129 Pacific Northwest species.

130 11. The Seattle Aquarium received distributions from the past voter-  
131 approved levy for capital costs for the Ocean Pavilion project to amplify  
132 the aquarium's existing global conservation efforts by bringing visitors  
133 face-to-face with tropical species native to the Coral Triangle and by

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134 housing approximately three thousand five hundred sustainably sourced  
135 tropical fish and invertebrates, including rays, sharks, mangroves, and up  
136 to thirty species of coral.

137 12. The Memorial Stadium project will create an innovative multi-  
138 purpose student and community events facility at Seattle Center. That  
139 transformative project will be led by Seattle Public Schools and the city of  
140 Seattle, providing an improved venue for local and regional sports and  
141 events.

142 13. The removal of the Alaskan Way Viaduct provided an unprecedented  
143 opportunity to create new green space in the heart of Seattle. The  
144 resulting waterfront park is a twenty-acre public space stretching from  
145 Belltown to Pioneer Square, providing the entire region lasting economic,  
146 social, and environmental benefits. Seattle's Waterfront park will link  
147 iconic attractions including Olympic Sculpture park, Pike Place Market,  
148 the Seattle Aquarium, the Colman Dock ferry terminal, Pioneer Square,  
149 stadiums, and surrounding neighborhoods.

150 14. King County towns and cities received funding from the past three  
151 voter-approved levies. In 2008 through 2013, towns and cities could use  
152 levy proceeds for open space and natural lands acquisition and  
153 development of town or city trail projects that supported connections to  
154 the regional trail system with distributions being contingent upon an equal  
155 or greater contribution of matching moneys from the recipient town or city  
156 for the same project. In the 2014 through 2019 and the 2020 through 2025

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157 levies, types of uses for the distribution to King County towns and cities  
158 were broadened to provide flexibility and better meet the parks and  
159 recreation needs of cities.

160 15. Parks levy oversight committees were established to monitor the  
161 expenditures of the proceeds from the 2004 through 2007, 2008 through  
162 2013, 2014 through 2019, and 2020 through 2025 levies. Annual  
163 committee review has concluded that the county has complied with all  
164 levy requirements.

165 16. During the 2008 through 2013, 2014 through 2019, and 2020 through  
166 2025 levy periods, the process for developing, reviewing, and  
167 recommending potential conservation futures tax and parks levy  
168 acquisition projects has maximized acquisitions for open space, natural  
169 lands, and regional trail rights of way due to the similar objectives for the  
170 conservation futures tax and parks levy acquisition programs. Parks levy  
171 open space funding distributed to King County is a critical component of  
172 match for county applications for conservation futures tax funding. The  
173 process for conservation futures tax outlined in K.C.C. 26.12.010  
174 maintains transparency, accessibility, and consistency of the distribution  
175 of conservation futures tax and parks levy acquisition funds for the public,  
176 stakeholder groups, government agencies, and officials.

177 17. King County is growing rapidly as a region. In 2024, King County's  
178 population increased by more than thirty thousand people; over the next  
179 ten years, the county is expected to grow by another two hundred fifty

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180 thousand people. Recent trend reports indicate that participation in  
181 outdoor recreation continues to grow, increasing by more than four  
182 percent nation-wide in 2023. More and more people are using King  
183 County parks and trails, which puts greater pressure on the system. As  
184 development increases to accommodate population growth, the risk of  
185 losing open space lands, including urban greenspaces throughout the  
186 county grows. Those valuable lands contribute to King County residents'  
187 high quality of life. The cost of land to accommodate this growth and  
188 preserve open spaces is also increasing. Today is the opportune time to  
189 address future needs of residents by investing in our parks and trails and  
190 accelerating conservation of open space.

191 18. In King County, many communities have experienced a history of  
192 inequitable and limited regional investments in parks, recreation, and open  
193 space, limiting the ability of residents to lead healthy lives.

194 Approximately five hundred thousand King County residents live without  
195 ready access to parks, recreation, and open spaces. There is a need to  
196 address disparities in access to parks, recreation, and open space for  
197 traditionally underserved areas and communities, including people with  
198 disabilities. This ordinance provides an opportunity to address parks and  
199 recreation needs of these traditionally underserved areas and communities,  
200 including people with disabilities.

201 19. Recognizing growth in population, increased use of parks and trails  
202 and the need to address disparities, to prepare the 2026 through 2031 levy,

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203 the parks and recreation division conducted outreach to obtain feedback on  
204 the current park system and future parks and recreation needs for all King  
205 County residents. In March and April 2024, parks and recreation division  
206 staff conducted twenty-one in-person and virtual community engagement  
207 events and hosted two online surveys across eight languages. Participants  
208 represented all geographic areas of the county including towns and cities,  
209 business, recreation, community, and environmental interests. More than  
210 four thousand eight hundred people across all nine King County Council  
211 districts participated in the surveys. Parks and recreation division staff  
212 also met with towns and cities, parks districts, and key partners to receive  
213 additional feedback about the levy.

214 20. Feedback from engagement events, online surveys, and meetings  
215 showed support for the King County open space system and defined  
216 measures of success. Four themes emerged as top priorities: safety and  
217 belonging; new parks, trails, recreation, and infrastructure; equity,  
218 representation, inclusion, and access; and maintenance, repairs, and  
219 staffing. Feedback supported funding for King County towns' and cities'  
220 parks and recreation programs; expansion of the regional trails system;  
221 and natural lands conservation.

222 21. From January through July 2024, parks and recreation division staff  
223 convened a Community Advisory Committee tasked with recommending  
224 how to preserve King County's open space system of parks, trails, and  
225 natural areas and resource lands after the 2019 through 2025 levy expires.

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226 The Community Advisory Committee also advised staff about how best to  
 227 meet the growing parks and recreation needs in King County and the  
 228 region. Representing King County Boards, cities, non-profit  
 229 organizations, community and environmental interests, businesses, and  
 230 sports, the Community Advisory Committee met nine times to provide  
 231 guidance on developing the 2026 through 2031 levy.

232 22. The King County executive took into consideration information  
 233 obtained from this engagement, the region's growing population, increased  
 234 use of parks and trails across King County, and the lack of parks,  
 235 recreation, and open space in some communities, and has put forth this  
 236 ordinance that acknowledges the changing landscape and the need to grow  
 237 the open space system to keep up with regional demand. This ordinance is  
 238 also consistent with the goals and priorities of past levy task forces.

239 23. This proposal would exempt low-income seniors, disabled veterans,  
 240 and other people with disabilities from the regular property tax increase on  
 241 their residences resulting from a levy authorized by this ordinance if they  
 242 have been approved for an exemption under RCW 84.36.381.

243 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

244 **SECTION 1. Findings:**

245 A. On April 15, 2025, the county council adopted Ordinance 19914 to submit to  
 246 the voters at a special election to be held in King County on August 5, 2025, a  
 247 proposition authorizing a property tax levy in excess of the levy limitation contained in  
 248 chapter 84.55 RCW. Commonly referred to as the "Parks Levy," if passed by the voters,

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249 among the eligible levy expenditures would be direct distributions to cities, towns, and  
250 municipal park districts.

251 B. Ordinance 19914, as enacted, contained an incorrect cross reference in Section  
252 4.I.3.c. that would preclude distribution of approximately ninety-one million dollars, over  
253 the life of the levy, to towns and cities, which is contrary to the intent of the council, and  
254 contained an incorrect cross-reference in Section 7.B. that would result in omitting an  
255 intended reporting requirement.

256 C. In accordance with RCW 29A.04.321, in order to submit a levy proposition to  
257 the voters at the special election to be held in King County on August 5, 2025, an  
258 effective ordinance must be presented to the county's elections department no later than  
259 May 2, 2025.

260 D. In order to meet that deadline, the council must take action on this ordinance  
261 on an emergency basis to ensure that the voters have the opportunity to consider the  
262 correct and intended levy proposal at the August special election. If the levy proposal is  
263 passed by the voters, the proceeds from the levy will continue and expand support of not  
264 only the King County's open space system, but also the parks, trails, open space, and  
265 recreational programs of all the county's cities and towns, and some municipal park  
266 districts, as well as making investments in environmental education, the Woodland Park  
267 Zoo, the Seattle Aquarium, Seattle's Waterfront park, the Pacific Science Center, and the  
268 construction of a revitalized Memorial Stadium.

269 E. This ordinance repeals and replaces Ordinance 19914. Except for the  
270 correction of the cross-references in the subsections that are now Section 5.I.3. and

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271 Section 8.B. of this ordinance, and the additions of this Findings section, the repeal  
272 section, and the emergency declaration, this ordinance is identical to Ordinance 19914.

273 SECTION 2. Definitions. The definitions in this section apply throughout this  
274 ordinance unless the context clearly requires otherwise. For those definitions herein that  
275 contain terms not defined but include a reference to the 2022 Open Space Plan adopted  
276 by Ordinance 19501, or the provisions of the Growth Management Act, chapter 36.70A  
277 RCW, then the definition or categorization found in the referenced document shall apply.

278 A. "Aquatic facilities grants program" means the program through which King  
279 County provides moneys to publicly owned pools for: capital improvement projects,  
280 including planning, feasibility studies, preconstruction and design, and construction; and  
281 major maintenance repair or replacement projects.

282 B. "Ballfield access and preservation grant program" means the program through  
283 which King County provides moneys to eligible entities to increase public access to  
284 ballfields.

285 C. "Community partnerships and grants program" means the program through  
286 which King County provides moneys to recreation-oriented groups, sports associations,  
287 and community-based organizations to undertake any combination of developing,  
288 operating, or maintaining a recreation facility or public park in unincorporated King  
289 County and King County towns and cities for public benefit.

290 D. "Conservation" means protection of natural areas, as defined in the county's  
291 open space plan, natural resource lands, categorized in RCW 36.70A.170, from  
292 development through fee or easement acquisition, restoration of natural functions, and  
293 administration of incentives for landowners that voluntarily preserve open space.

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294 E. "Conservation futures tax program" means the program defined in K.C.C.  
295 chapter 26.12.

296 F. "Educational and civic venues" means the Woodland Park Zoo, Seattle  
297 Aquarium, Memorial Stadium, Seattle's Waterfront park, and Pacific Science Center.

298 G. "Get active/stay active grant program" means the program through which the  
299 King County council provides councilmanic grant awards for youth or amateur sport  
300 activities or facilities.

301 H. "Healthy community and parks grants program" means the program through  
302 which King County provides moneys to eligible entities in order to achieve equitable  
303 opportunities and access to parks and recreation for traditionally underserved areas and  
304 communities, including people with disabilities, located in unincorporated King County  
305 and King County towns and cities.

306 I. "Levy" means the levy of regular property taxes for the specific purposes and  
307 term provided in this ordinance and authorized by the electorate in accordance with state  
308 law.

309 J. "Levy proceeds" means the principal amount of moneys raised by the levy, any  
310 interest earnings on the moneys, and the proceeds of any interim financing following  
311 authorization of the levy.

312 K. "Limit factor" means the most recent published King County office of  
313 economic and financial analysis King County inflation plus population index, or the  
314 limitation contained in chapter 84.55 RCW, whichever is greater.

315 L. "Open space system" means the categories of King County's open space  
316 system of parks, including recreation and multiuse sites, regional trails, natural areas, and

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317 natural resource lands. "Open space system" also includes structures or buildings owned  
318 or otherwise under the jurisdiction of the parks and recreation division of the department  
319 of natural resources.

320 M. "Open space" means any land defined as part of the open space system or a  
321 parks district, town, or city parks system.

322 N. "Parks district" means the active metropolitan park districts under chapter  
323 35.61 RCW and parks and recreation service areas under chapter 36.68 RCW in King  
324 County.

325 O. "Town or city parks system" means any building or other structure related to  
326 parks or recreation; parks, trails, natural areas, natural resource lands, and other parks or  
327 recreation property owned or otherwise under the jurisdiction of a town or city within  
328 King County.

329 **SECTION 3. Levy submittal to voters.** To provide necessary moneys for the  
330 purposes identified in section 5 of this ordinance, the King County council shall submit to  
331 the qualified electors of the county a proposition authorizing a regular property tax levy  
332 in excess of the levy limitation contained in chapter 84.55 RCW for six consecutive  
333 years, with collection commencing in 2026, at a rate not to exceed \$0.2329 per one  
334 thousand dollars of assessed value in the first year of the levy period. The dollar amount  
335 of the levy in the first year shall be the base upon which the levy amounts in year two  
336 through six shall be calculated. In accordance with RCW 84.55.050, this levy shall be a  
337 regular property tax levy subject to the limit factor.

338 **SECTION 4. Deposit of levy proceeds.** The levy proceeds shall be deposited  
339 into a dedicated subfund of the parks and recreation fund, or its successor.

340            **SECTION 5. Eligible expenditures.** If approved by the qualified electors of the  
341 county, levy proceeds shall be used for the following purposes:

342            A. Costs incurred by the county that are attributable to the special election called  
343 for in section 6 of this ordinance as well as future parks, recreation, trails, and open space  
344 levy elections;

345            B. Distributions to educational and civic venues, limited to the following  
346 facilities:

347            1. Up to forty million dollars for distribution to the Woodland Park Zoological  
348 Society which shall be used solely for: environmental education with an emphasis on  
349 accessibility to traditionally underserved areas and communities, including people with  
350 disabilities; horticulture and maintenance of buildings and grounds; conservation of  
351 threatened species; and development of conservation and education strategies to mitigate  
352 impacts to animals and habitats from climate change;

353            2. Up to twelve million dollars for distribution to the Seattle Aquarium which  
354 shall be used solely for: environmental education with an emphasis on accessibility to  
355 traditionally underserved areas and communities, including people with disabilities;  
356 maintenance of buildings and grounds; conservation of threatened species; and  
357 development of conservation and education strategies to mitigate impacts to animals and  
358 habitats from climate change;

359            3. Up to two million five-hundred thousand dollars for distribution to the city of  
360 Seattle, which shall be used solely for capital costs for the Memorial Stadium project;

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361           4. Up to six million dollars for distribution to the Pacific Science Center, which  
362 shall be used solely for capital or operations and maintenance purposes relating to  
363 environmental and climate stewardship and education; and

364           5. Up to six million dollars for distribution to the 501(c)(3) organization,  
365 registered with the Washington secretary of state under number 1133863 and known as  
366 Friends of Waterfront Park or its successor 501(c)(3) organization registered with the  
367 Washington secretary of state, which shall be used solely at Seattle's Waterfront park, and  
368 which shall be used solely for: accessibility to the park for traditionally underserved  
369 areas and communities, including people with disabilities; support for a clean and safe  
370 environment; free arts, culture, wellness, and recreation programming to all visitors; and  
371 development of inclusive community partnerships;

372           C. Twenty-five million twenty-five thousand dollars for a municipal parks capital  
373 and open space pass through distribution to towns and cities in King County for their  
374 town or city parks system operations and capital improvement projects. These moneys  
375 shall be distributed based on 2025 population and presence of opportunity areas as  
376 defined in K.C.C. 26.12.003.J.1., as follows:

- 377           1. Algona and Pacific – two hundred fifty thousand dollars each;
- 378           2. Enumclaw – five hundred thousand dollars;
- 379           3. Tukwila, SeaTac, Des Moines, and Burien – one million dollars each;
- 380           4. Auburn, Federal Way, Renton, and Kent – one million nine-hundred fifty  
381 thousand dollars each;
- 382           5. Seattle – two million eight-hundred thousand dollars;

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383           6. Skykomish, Beaux Arts Village, Hunts Point, Yarrow Point, Milton,  
384   Carnation, Medina, Clyde Hill, Normandy Park, Black Diamond, North Bend, and Duvall  
385   – one hundred twenty-five thousand dollars each;

386           7. Lake Forest Park, Newcastle, Woodinville, and Snoqualmie – two hundred  
387   fifty thousand dollars each;

388           8. Covington, Kenmore, Mercer Island, Maple Valley, Bothell, Issaquah,  
389   Shoreline, and Sammamish – five hundred thousand dollars each; and

390           9. Redmond, Kirkland, and Bellevue – nine hundred seventy-five thousand  
391   dollars each.

392           D. Up to sixty-eight million dollars for aquatic facilities, limited to the following:

393           1. Up to forty-six million dollars for the aquatic facilities grant program; and

394           2. Up to twenty-two million dollars for the Weyerhaeuser King County Aquatic  
395   Center for major maintenance capital projects;

396           E. Up to ten million dollars for the Get Active/Stay Active grant program, to be  
397   divided evenly among the nine council districts;

398           F. At least thirty million dollars for distribution to eligible entities for the healthy  
399   communities and parks grant program;

400           G. Up to twelve million five-hundred thousand dollars for distribution to eligible  
401   entities for the community partnerships and grants program;

402           H. Up to thirteen million five-hundred thousand dollars for distribution to eligible  
403   entities for the ballfield access and preservation grant program;

404           I. The remainder of levy proceeds for the following purposes:

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- 405           1. forty percent of levy proceeds for maintenance and operations of King  
406 County's open space system;
- 407           2. fifty percent of levy proceeds for:
- 408           a. Acquisition, conservation, and stewardship of additional open space,  
409 including urban greenspaces, natural areas, natural resource lands, and rights of way for  
410 regional trails;
- 411           b. Acquisition of rights of way for and development of regional and other  
412 publicly owned trails; and
- 413           c. Capital improvement projects and major maintenance repair or replacement  
414 of open space system infrastructure, town and city parks system infrastructure, and  
415 recreation facilities owned or operated by a 501(c)(3) nonprofit organization;
- 416           3. Ten percent of levy proceeds for distribution to towns, cities, and parks  
417 districts in King County for their town or city parks system operations and capital  
418 improvement projects, of which amount:
- 419           a. Seventy-five thousand dollars shall be distributed annually to each town and  
420 city, and to each of the following parks districts that predominantly serve unincorporated  
421 King County: Fall City Metropolitan Park District; Si View Metropolitan Park District;  
422 and Vashon Park District;
- 423           b. An additional fifty-thousand dollars shall be distributed annually to each  
424 town and city with a population of over four thousand; and
- 425           c. Of the remainder of levy proceeds, after the distributions made in  
426 accordance with subsection I.3.a. and b. of this section, sixty percent shall be distributed

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427 in proportion to each town or city's population and forty percent shall be distributed in  
 428 proportion to the assessed value of parcels within each town or city;

429           4. Of the levy proceeds distributed to entities other than King County, a portion  
 430 shall be retained by the county to be used for expenditures related to administration of the  
 431 distribution of levy proceeds. Eligible administrative expenditures shall include all costs  
 432 and charges to the parks and recreation division or the county associated with or  
 433 attributable to the purposes listed in this section as well as sections 7 and 8 of this  
 434 ordinance.

435           SECTION 6. Call for special election. In accordance with RCW 29A.04.321,  
 436 the King County council hereby calls for a special election to be held in conjunction with  
 437 the primary election on August 5, 2025, to consider a proposition authorizing a regular  
 438 property tax levy for the purposes described in this ordinance. The King County director  
 439 of elections shall cause notice to be given of this ordinance in accordance with the state  
 440 constitution and general law and to submit to the qualified electors of the county, at the  
 441 said special county election, the proposition hereinafter set forth. The clerk of the council  
 442 shall certify that proposition to the King County director of elections in substantially the  
 443 following form, with such additions, deletions or modifications as may be required for  
 444 the proposition listed below by the prosecuting attorney:

445 King County

446 Proposition No. 1

447 Parks, Recreation, Trails, and Open Space Levy

448 The King County council adopted Ordinance \_\_\_\_\_ replacing the expiring parks levy.

449 If approved, this proposition supports county, city, park district, and town parks, open

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450 space, and trails; recreation; public pools; and educational and civic venues. It authorizes  
451 an additional six-year property tax beginning in 2026 at \$0.2329 per \$1,000 of assessed  
452 valuation, uses the 2026 levy amount to compute annual increases in 2027-2031 by the  
453 King County inflation plus population index or chapter 84.55 RCW limitation, whichever  
454 is greater, and exempts qualifying seniors, veterans, and disabled persons under RCW  
455 84.36.381. Should this proposition be:

456 Approved? \_

457 Rejected? \_

458 **SECTION 7. Distributions.** Before distribution of levy proceeds to an entity  
459 other than King County, the receiving entity and the county shall have fully executed a  
460 contract setting forth the terms and conditions, including the applicable eligible purpose  
461 or purposes identified in section 5 of this ordinance, under which the entity is receiving a  
462 distribution of levy proceeds.

463 **SECTION 8. Parks levy oversight board established.**

464 A. If the proposition in section 6 of this ordinance is approved by the qualified  
465 electors of King County, a parks levy oversight board shall be appointed by the  
466 executive. The board shall consist of nine members. By March 31, 2026, each  
467 councilmember shall nominate a candidate for the board who resides in the  
468 councilmember's district. If, by March 31, 2026, the executive does not appoint the  
469 person nominated by a councilmember, the executive must request that the  
470 councilmember should, by June 30, 2026, nominate another candidate for appointment.  
471 Members shall be confirmed by the council. Members may not be elected or appointed

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472 officials of any unit of government, except that individuals serving in a civic capacity on  
 473 a local board or commission would be eligible to serve on the parks levy oversight board.

474 B. The board shall review the allocation of levy proceeds and progress on  
 475 achieving the purposes of this proposition. On or before December 31, 2027, the board  
 476 shall review and report to the King County executive, the King County council and the  
 477 regional policy committee on the expenditure of levy proceeds for 2026. Thereafter, the  
 478 board shall review and report to the King County executive, the King County council and  
 479 the regional policy committee annually. Each report shall include an accounting of levy  
 480 spending by King County council district and ZIP Code, grouped by purposes described in  
 481 section 5.B. through I.3. of this ordinance. Any report to the King County council under  
 482 this section shall be electronically filed with the clerk of the council, who will retain an  
 483 electronic copy and provide an electronic copy to all councilmembers, the council chief  
 484 of staff, and the chief policy officer. The board expires December 31, 2032.

485 **SECTION 9. Exemption.** The additional regular property taxes authorized by  
 486 this ordinance shall be included in any real property tax exemption authorized by RCW  
 487 84.36.381.

488 **SECTION 10. Ratification.** Certification of the proposition by the clerk of the  
 489 King County council to the director of elections in accordance with law before the  
 490 election on August 5, 2025, and any other acts consistent with the authority and before  
 491 the effective date of this ordinance are hereby ratified and confirmed.

492 **SECTION 11.** The following are hereby repealed:

- 493 A. Ordinance 19914, Section 1;
- 494 B. Ordinance 19914, Section 2;

Ordinance 19922

---

495 C. Ordinance 19914, Section 3;

496 D. Ordinance 19914, Section 4;

497 E. Ordinance 19914, Section 5;

498 F. Ordinance 19914, Section 6;

499 G. Ordinance 19914, Section 7;

500 H. Ordinance 19914, Section 8;

501 I. Ordinance 19914, Section 9; and

502 J. Ordinance 19914, Section 10.

503 SECTION 12. Severability. If any provision of this ordinance or its application

504 to any person or circumstance is held invalid, the remainder of the ordinance or the

505 application of the provision to other persons or circumstances is not affected.

506 SECTION 13. The county council finds as a fact and declares that an emergency

Ordinance 19922

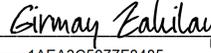
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507 exists and that this ordinance is necessary for the immediate preservation of public peace,  
508 health or safety or for the support of county government and its existing public institutions.

Ordinance 19922 was introduced on 4/29/2025 and passed by the Metropolitan King County Council on 4/29/2025, by the following vote:

Yes: 7 - Balducci, Barón, Dembowski, Mosqueda, Quinn, von Reichbauer and Zahilay  
No: 1 - Dunn  
Excused: 1 - Perry

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Signed by:  
  
1AEA3C5077F8485...  
Girmay Zahilay, Chair

ATTEST:

DocuSigned by:  
  
8DE1BB375AD3422...  
Melani Hay, Clerk of the Council

**Attachments:** None

## Certificate Of Completion

Envelope Id: 75C0A1FC-355F-40F9-979D-B4771BB1FBEC

Status: Completed

Subject: Complete with Docusign: Ordinance 19922.docx

Source Envelope:

Document Pages: 24

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Cherie Camp

AutoNav: Enabled

401 5TH AVE

Envelopeld Stamping: Enabled

SEATTLE, WA 98104

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Cherie.Camp@kingcounty.gov

IP Address: 10.103.81.9

## Record Tracking

Status: Original

Holder: Cherie Camp

Location: DocuSign

4/29/2025 3:47:15 PM

Cherie.Camp@kingcounty.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: King County-Council

Location: Docusign

## Signer Events

Girmay Zahilay

girmay.zahilay@kingcounty.gov

Council Chair

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

1AEA3C5077F8485...

Signature Adoption: Pre-selected Style

Using IP Address: 71.227.166.164

## Timestamp

Sent: 4/29/2025 3:48:25 PM

Viewed: 4/29/2025 4:24:06 PM

Signed: 4/29/2025 4:24:20 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/29/2025 4:24:06 PM

ID: 3252c430-80ee-4962-b301-78f9e0281b25

Melani Hay

melani.hay@kingcounty.gov

Clerk of the Council

King County Council

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

8DE1BB375AD3422...

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.222.20

Sent: 4/29/2025 4:24:21 PM

Viewed: 4/30/2025 7:33:04 AM

Signed: 4/30/2025 7:33:16 AM

## Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM

ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	4/29/2025 3:48:25 PM
Certified Delivered	Security Checked	4/30/2025 7:33:04 AM
Signing Complete	Security Checked	4/30/2025 7:33:16 AM
Completed	Security Checked	4/30/2025 7:33:16 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact King County-Department of 02:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cipriano.dacanay@kingcounty.gov](mailto:cipriano.dacanay@kingcounty.gov)

### **To advise King County-Department of 02 of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [cipriano.dacanay@kingcounty.gov](mailto:cipriano.dacanay@kingcounty.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from King County-Department of 02**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [cipriano.dacanay@kingcounty.gov](mailto:cipriano.dacanay@kingcounty.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with King County-Department of 02**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [cipriano.dacanay@kingcounty.gov](mailto:cipriano.dacanay@kingcounty.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.

## **PARKS PROPERTY TAX LEVY AGREEMENT**

between

### **KING COUNTY & CITY OF REDMOND**

This Parks Property Tax Levy Agreement (“Agreement”) is made and entered by and between KING COUNTY, a political subdivision of the state of Washington (the “County”) and the City of Redmond, a State of Washington municipal corporation (“CITY”). The County and the City are singularly referred to as a “Party” and collectively referred to as the “Parties”.

### **RECITALS**

- A. The County owns and operates a system of regional and local parks and trails that consists of thirty-two thousand (32,000) acres of parklands and more than one hundred eighty-five (185) miles of regional trails. In addition, the County provides regional trails, regional recreational facilities, regional natural areas, regional parks, and local parks in unincorporated areas.
- B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban, unincorporated areas as these areas incorporate or annex to cities.
- C. On April 29, 2025, the King County Council adopted Ordinance 19922 which called for a special election in accordance with RCW 29A.04.321 to authorize a property tax levy in excess of the levy limitation contained in 84.55 RCW for a period of six (6) years for specified park purposes.
- D. On August 5, 2025, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of \$0.2329 per one thousand dollars of assessed valuation in the first year and limiting annual levy increases by the King County inflation plus population index published by the King County office of economic and financial analysis, or the chapter 84.55 RCW limitation, whichever is greater in years two through six for the purpose of maintaining and operating King County's open space system; improving parks, recreation, access, and mobility in King County by acquiring lands and continuing to develop and support parks, recreation facilities, and regional trails; improving parks and trails in and acquiring lands by metropolitan parks districts, towns and cities in King County; funding environmental education, maintenance and conservation programs at the Woodland Park Zoo; funding environmental education, maintenance and conservation programs at the Seattle Aquarium; funding development, maintenance, and programming for Seattle's Waterfront park; funding environmental and climate stewardship and education at Pacific Science Center; funding a capital project at Memorial Stadium; and funding capital improvements at public pools, for all King County residents.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**AGREEMENT**

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
  - A. “Annual Report” shall mean the annual report prepared by the CITY and provided to the County annually by May 31<sup>st</sup> beginning in 2027 setting forth a summary of CITY Projects for the preceding year, along with a complete financial accounting for the use of the CITY’S Share, along with a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2026 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.
  - B. “CITY” shall mean the City of Redmond, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
  - C. “CITY Parks System” shall mean any building or other structure related to parks or recreation, parks, trails, open space, such as natural areas and resource or ecological lands and other parks or recreation property owned or otherwise under the jurisdiction of the CITY.
  - D. “City and Park District Proceeds” shall mean ten percent (10%) of the total County Levy Proceeds collected by King County, net the amounts specified and allocated in Ordinance 19922 Sections 5A-I, and any interest earnings on these funds.
  - E. “CITY Projects” shall mean CITY Parks System operations and capital improvement projects consistent with Ordinance 19922.
  - F. “CITY’S Share” shall mean the CITY’s proportionate share of the City and Park District Proceeds as authorized by Ordinance 19922 Section 5C and 5I, subject to County Council appropriation.
  - G. “County” shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
  - H. “County Council” shall mean the County Council of King County, State of Washington.
  - I. “County Levy” means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 5, 2025 and replaced a levy expiring at the end of 2025.

- J. “County Levy Proceeds” shall mean the principal amount of the County Levy collected by the County.
  - K. “Executive” shall mean the King County Executive or their functional successor.
  - L. “Existing funds” shall have the meaning, as defined by RCW 84.55.050.
2. Term of Agreement. The term of this Agreement (the “Term”) shall be for a period commencing upon signature by both parties (the “Commencement Date”), and expiring on December 31, 2031 (the “Termination Date”).
  3. Receipt of County Levy Proceeds.
    - A. General Distribution. Each year the County shall distribute the CITY's Share to the CITY as authorized by Ordinance 19922, subject to County Council appropriation.
    - B. Receipt and Distribution of Levy Proceeds.
      1. Payment Schedule. Beginning in 2026 and through 2031, the County shall transfer the CITY's Share to the CITY on a semi-annual basis, generally in the months of May and November. The annual amounts transferred shall never exceed the CITY's proportionate share of the City and Park District Proceeds actually collected and appropriated by King County.
      2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from City and Park District Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 19922.
  4. Use of County Levy Proceeds. The CITY shall only use the transferred CITY'S Share for its CITY Projects. On or before May 31<sup>st</sup> of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the CITY'S Share was expended on CITY Projects. The CITY shall maintain financial records to account separately for the CITY'S Share.
  5. Representations and Warranties. The CITY represents and warrants that all of the CITY'S Share received by the CITY shall be used only for specific CITY Projects as defined in this Agreement. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 19922. The CITY represents and warrants that in addition to the CITY'S Share, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.
  6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the CITY Park System during the Term shall

be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.

7. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the CITY:

CITY's Contact and Title: \_\_\_\_\_

City Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

If to King County:

Warren Jimenez, Division Director  
King County Parks and Recreation Division  
Department of Natural Resources and Parks  
201 South Jackson Street  
Mailstop: KSC-NR-6500  
Seattle, WA 98104  
wjimenez@kingcounty.gov  
kcparks.legalnotices@kingcounty.gov

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules, and orders.
9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The CITY agrees that if the State Auditor makes an audit finding that the levy funds have not been spent properly, the CITY shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of this Agreement and shall survive the termination of this Agreement.
10. Miscellaneous.
  - A. Liability of the County. The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other

- provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (representatives) and County (representatives) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution (“ADR”) procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by the mutual agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and the mediator’s recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.
- C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party’s right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference

- and such captions in no way define or limit the scope or intent of any provision of this Agreement.
- E. Successors and Assigns. The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
  - F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
  - G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
  - H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
  - I. Time of Essence. Time is of the essence of each provision of this Agreement.
  - J. Signage. For each completed capital project funded with County Levy Proceeds, the CITY shall install a permanent sign at a common access point of the park facility's premises that shall include the following language: **This project was funded (or as applicable, funded in part) with proceeds from the voter-approved King County Parks Levy in August 2025 under an Agreement with King County parks and Recreation Division.** If the CITY has not installed its own sign the City shall install a sign provided by the County.
  - K. Reporting. The CITY should report major milestones, such as groundbreakings and opening dates, thirty (30) calendar days prior to such milestone to King County Parks and the King County councilmember who represents the CITY's County Council district. The CITY can mail or deliver reports to both King County Parks and the current King County Council councilmember at:

Warren Jimenez, Division Director  
King County Parks and Recreation Division  
Department of Natural Resources and Parks  
201 South Jackson Street  
Mailstop: KSC-NR-6500  
Seattle, WA 98104  
wjimenez@kingcounty.gov  
kcparks.legalnotices@kingcounty.gov

Councilmember(s): \_\_\_\_\_  
In care of King County Council Clerk  
Room 1200  
516 3rd Avenue  
Seattle, WA 98104  
clerk.council@kingcounty.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

KING COUNTY, a Washington municipal corporation

CITY OF REDMOND, a Washington municipal corporation

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

By authority of Ordinance No. 19922



Memorandum

Date: 3/3/2026  
Meeting of: City Council

File No. AM No. 26-035  
Type: Consent Item

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

Police	Chief Darrell Lowe	425-556-2521
--------	--------------------	--------------

DEPARTMENT STAFF:

Police	Brian Coats	Deputy Chief
--------	-------------	--------------

**TITLE:**

Approval of the Washington Traffic Safety Commission Interagency Agreement - Target Zero

**OVERVIEW STATEMENT:**

This interagency agreement between the Washington Traffic Safety Commission (WTSC) and the Redmond Police Department authorizes participation in a federally funded High Visibility Enforcement (HVE) traffic safety grant for the period of October 1, 2025, through September 30, 2026. The agreement allows RPD to seek reimbursement for approved straight-time or overtime enforcement activities focused on impaired driving, speeding, distracted driving, seat belt use, and motorcycle safety, in alignment with Washington’s Target Zero priorities and coordinated regional enforcement efforts.

Police staff are requesting Council’s authorization to enter into this interlocal agreement and accept funding provided through the grant.

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

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Master Transportation Plan  
Safer Streets Action Plan
- **Required:**  
Council approval is required for Interagency agreements.
- **Council Request:**  
N/A

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

**OUTCOMES:**

Participation in this agreement will strengthen Redmond’s ability to conduct data-driven, high-visibility traffic enforcement without relying solely on local funds. It will increase patrol presence during high-risk periods and national safety campaigns. Expected outcomes include improved traffic safety, a reduction in serious-injury and fatal crashes, enhanced coordination with regional partners and the Washington State Patrol, and greater public awareness through enforcement and outreach activities.

For 2026 traffic safety initiatives, the Redmond Police Department is able to receive \$2,500 for speed enforcement, \$3,000 for distracted driving campaigns, and \$4,000 for impaired driving initiatives, for a total allocation of \$9,500. Signing the interlocal agreement will enable the department to participate in the 2026 Target Zero emphasis campaigns.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
228

**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)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
2/17/2026	Committee of the Whole - Public Safety and Human Services	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 agreement term runs from October 1, 2025, through September 30, 2026. Due to limited staffing in the police department's traffic unit, no emphasis patrols were conducted in 2025 that qualified for reimbursement.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Redmond Police Department will continue performing emphasis patrols but without the benefit of reimbursement from the State.

**ATTACHMENTS:**

Attachment A: Interagency Agreement Between the Washington Traffic Safety Commission and Redmond Police Department



**INTERAGENCY AGREEMENT BETWEEN THE  
Washington Traffic Safety Commission**

**AND**

**Redmond Police Department**

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and SUB RECIPIENT NAME Redmond Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

**1. PURPOSE OF THE AGREEMENT:**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616 for traffic safety grant project 2026-HVE-5730-Region 7/8 HVE, specifically to provide funding for the law enforcement agencies in WTSC Region 7/8 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

WTSC grant 2026-HVE-5730-Region 7/8 HVE was awarded to the WTSC Region 7/8 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

**2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2025, and remain in effect until September 30, 2026 unless terminated sooner, as provided herein.

**3. SCOPE OF WORK**

**3.1.1 Problem ID and/or Opportunity**

In 2023, Washington State experienced the deadliest year on its roads since 1990. The trajectory of this rise in fatalities reflects a broader trend of increasing impairment-related crashes, speeding, and compounding issues in law enforcement, medical, and judicial systems. This uptick in fatal crashes is deeply intertwined with impaired driving, law enforcement challenges, and societal impacts.

### A Decade of Increasing Traffic Fatalities

The rise in fatalities has been both sharp and persistent:

- 2015 saw a drastic 19.3% increase in traffic fatalities, the largest single-year jump since data collection began in 1968.
- Following this spike, fatalities stabilized between 2015 and 2019.
- In 2020, despite pandemic-related reductions in traffic volume, fatalities climbed 6.7%, from 538 to 574.
- The situation worsened in 2021-2023, when fatalities surged by 20.2%, from 674 in 2021 to 810 in 2023, the highest number since 1990. This five-year increase represents the most rapid rise in traffic fatalities recorded in Washington State's history.
- Pedestrian fatalities were a record-high of 157 in 2023 and pedestrian serious injuries reached 472, also a record high for the state.

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

#### **3.1.2 Project Purpose and Strategies**

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety. High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors. Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2025).
- Distracted driving enforcement during the Distracted Driving campaign (April 2026)
- Seat belt enforcement during the Click It or Ticket campaign (May 2026).
- Impaired driving enforcement during the Summer DUI campaign (August 2026).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

#### **3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)**

3.1.3.1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand



the highest priority areas in their communities to focus their efforts.

3.1.3.2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.

3.1.3.3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.

3.1.3.4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB- RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

### **3.1.4 Project Intent and Best Practice**

3.1.4.1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2025, Distracted Driving campaign in April 2026, Click It or Ticket campaign in May 2026, and Summer DUI campaign in August 2026).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

3.1.4.2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.

3.1.4.3. Regional task force will be submitting quarterly progress reports and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly progress reports are due January 15, April 15, July 15, and October 15.

3.1.4.4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.

3.1.4.5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.

3.1.4.6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

3.1.4.7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe



driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

3.1.4.8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

3.1.4.9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.

3.1.4.10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1.4.11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

3.1.4.12. In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

3.1.4.13. WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

3.1.4.14. WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

### **3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS**

Not all agencies are required to participate in all of the mobilizations listed below. However, the region must have some law enforcement participation in all of the mobilizations listed. Dates are tentative and may change when NHTSA publishes their FFY2026 mobilization calendar.

#### **Mobilization Dates**

Holiday DUI December 16, 2025 – January 1, 2026



U Drive. U Text. U Pay. April 6 – 13, 2026  
Click It or Ticket May 11 – May 31, 2026  
It's a Fine Line (optional if funded) July 2026 (Dates TBD)  
DUI Drive Sober or Get Pulled Over August 19 – September 7, 2026

### **3.2 PROJECT GOALS**

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

### **3.3 COMPENSATION**

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated



quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.

3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB- RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

### **3.4 PROJECT COSTS**

The WTSC has awarded **\$272,000.00** to the WTSC Region 7/8 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.



## **APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:**

### **4. ACTIVITY REPORTS**

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

### **5. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

### **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

### **7. ALL WRITINGS CONTAINED HEREIN**

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

### **8. ASSIGNMENT**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

### **9. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

### **10. BILLING PROCEDURE**

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the



activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2026, must be received by WTSC no later than August 10, 2026. All invoices for goods received or services performed between July 1, 2026 and September 30, 2026, must be received by WTSC no later than November 15, 2026.

## **11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

## **12. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

## **13. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

## **14. DISPUTES**

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings



shall be brought in the superior court situated in Thurston County, Washington.

## **15. GOVERNANCE**

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

## **16. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

## **17. INDEMNIFICATION**

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.



17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB- RECIPIENT, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

## **18. INDEPENDENT CAPACITY**

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

## **19. INSURANCE COVERAGE**

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **20. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

## **21. RECORDS MAINTENANCE**

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security

procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **22. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC 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, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **23. RIGHTS IN DATA**

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

## **24. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new



funding limitations or conditions.

## **25. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **26. SITE SECURITY**

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

## **27. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB- RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

## **28. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

## **29. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

## **30. TREATMENT OF ASSETS**

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB- RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein



or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

### **31. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

### **32. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

### **33. DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly



rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.



## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

### **34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total



compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **36. FEDERAL LOBBYING**

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. 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 agency, a Member of Congress, an officer or employee of Congress, or an 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 any federal contract, grant, loan, or cooperative agreement.

36.1.2. 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 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.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. 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 required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **37. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities"). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3



- 37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- 37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
- 37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
- 37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
- 37.1.1.8. The Civil Rights Restoration Act of 1987
- 37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

### **38. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### **39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

### **40. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **41. CERTIFICATION ON CONFLICT OF INTEREST**

##### **GENERAL REQUIREMENTS**

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB- RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

##### **DISCLOSURE REQUIREMENTS**

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

41.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine



that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

41.3.3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

#### **42. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

**The Contact for the SUB- RECIPIENT is:**

Greg Twentey  
Traffic Corporal  
gtwentey@redmond.gov  
425-556-2689

**The Contact for WTSC is:**

Jerry Noviello  
WTSC Program Manager  
jnoviello@wtsc.wa.gov  
360-725-9897

#### **AUTHORITY TO SIGN**

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

#### **SUB-RECIPIENT:**

\_\_\_\_\_  
Signature



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Printed Name

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Title

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Date

**WASHINGTON TRAFFIC SAFETY COMMISSION**

Name:  
Title: Division Director

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Date