

# City of Redmond



## Agenda

### Special Meeting Notice and Agenda

**Monday, August 4, 2025**

**7:00 PM**

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

### **City Council**

*Mayor*

*Angela Birney*

*Councilmembers*

*Vanessa Kritzer, President*

*Jessica Forsythe, Vice President*

*Jeralée Anderson*

*Steve Fields*

*Angie Nuevacamina*

*Osman Salahuddin*

*Melissa Stuart*

## REDMOND CITY COUNCIL

### AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

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

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at [www.redmond.gov/189/city-council](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, Ziply Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371*

## **AGENDA**

### **ROLL CALL**

#### **I. EXECUTIVE SESSION**

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

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

- A. PRESENTATION: Recognition of Redmond as a JustServe City

#### **III. 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.*

#### **IV. CONSENT AGENDA**

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

1. Approval of the Minutes: July 15, 2025, Regular Meeting, and July 22, 2025, Special Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for July 15, 2025](#)

[Special Meeting Minutes for July 22, 2025](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Approval Register, July 25, 2025](#)

[Council Payroll Approval Register, July 31, 2025](#)

[Check Approval Register, August 4, 2025](#)

3. [AM No. 25-111](#) Approval of On-Call Consultant Contracts for Transportation Planning & Engineering  
*Department: Planning and Community Development*

[Attachment A: RFQ 10872-25 On-Call Transportation Planning and Engineering Services](#)

[Attachment B: RFQ 10872-25 Scope of Work](#)

[Attachment C: RFQ 10872-25 Option for Renewal](#)

[Attachment D: RFQ 10872-25 Consultant Agreement \(boilerplate\)](#)

[Attachment E: DKS Consultant Contract](#)

[Attachment F: DKS Consultant Rates](#)

[Attachment G: Fehr & Peers Consultant Contract](#)

[Attachment H: Fehr & Peers Consultant Rates](#)

[Attachment I: Idax Consultant Contract and Rates](#)

[Attachment J: Parametrix Consultant Contract](#)

[Attachment K: Parametrix Consultant Rates](#)

[Attachment L: Psomas Consultant Contract and Rates](#)

**Legislative History**

7/1/25 Committee of the Whole - referred to the City Council  
Planning and Public Works

4. [AM No. 25-112](#) Approval of an Agreement to Administer Homeless Outreach Software in Partnership with City of Kirkland and City of Bellevue  
*Department: Planning and Community Development*

[Attachment A: Agreement for Apricot](#)

[Attachment B: Agreement for Apricot Redlined](#)

**Legislative History**

7/15/25 Committee of the Whole - referred to the City Council Special  
Public Safety and Human Meeting  
Services

5. [AM No. 25-113](#) Approval of the King County Community Development Block Grant (CDBG) 2026 Funding Allocation Plan  
*Department: Planning and Community Development*

[Attachment A: Proposed 2026 Redmond CDBG Allocation Plan](#)

**Legislative History**



- 7/15/25      Committee of the Whole -      referred to the City Council Special  
Public Safety and Human      Meeting  
Services
6.      [AM No. 25-114](#)      Confirmation of the Appointment of Rebecca Mueller to  
serve as Redmond's In House City Attorney  
*Department: Executive/Human Resources*
7.      [AM No. 25-115](#)      Confirmation of New Parks, Trails, and Recreation  
Commission Member Appointment  
*Department: Executive*

**Legislative History**

- 7/22/25      City Council      referred to the City Council Special  
Meeting
8.      [AM No. 25-116](#)      Approval of the Lake Washington School District  
2025-2026 School Community Resource Officer Contract  
Agreement  
*Department: Police*

[Attachment A: LWSD and City of Redmond MOU](#)

[Attachment B: LWSD Standard Operating Procedures](#)

**Legislative History**

- 7/15/25      Committee of the Whole -      referred to the City Council Special  
Public Safety and Human      Meeting  
Services
9.      [AM No. 25-117](#)      Approval of Interlocal Agreement for Hazardous Materials  
Response  
*Department: Fire*

[Attachment A: Interlocal Agreement](#)

**Legislative History**

- 7/15/25      Committee of the Whole -      referred to the City Council Special  
Public Safety and Human      Meeting  
Services
10.      [AM No. 25-118](#)      Approval of a Contract with Leasing2 for the Financing of  
SCBA and Air Cylinder Equipment  
*Department: Fire*

[Attachment A: Agreement](#)

**Legislative History**

7/15/25

Committee of the Whole -  
Public Safety and Human  
Servicesreferred to the City Council Special  
Meeting

11. [AM No. 25-119](#) Amendment of Resolution 1604, Section 1.4) For purchases of Instructional/Artistic Services, to Revise Council Approval Limit

a. Resolution No. 1609: A Resolution of the City Council of the City of Redmond, Washington, Amending Resolution No. 1604, Section 1.4) For purchases of Instructional/Artistic Services

*Department: Finance*

[Attachment A: Resolution](#)

[Attachment B: Redlined Version of Bidding and Signing Approval Levels Matrix](#)

**Legislative History**

7/8/25

Committee of the Whole -  
Finance, Administration,  
and Communicationsreferred to the City Council Special  
Meeting

12. [AM No. 25-120](#) Adoption of an Ordinance Establishing the 2025-26 Annual Comprehensive Plan Docket

a. Ordinance No. 3225: An Ordinance of the City of Redmond, Washington, Setting the Framework and Conducting Concurrent Review of the Cumulative Effect of All Proposed Amendments to the Redmond Comprehensive Plan and Related Amendments to the Redmond Zoning Code, for the 2025-26 Annual Comprehensive Amendment Review Docket, Including New and Amended Policies, Concurrent Zoning Amendments, and New and Amended Functional Plans

*Department: Planning and Community Development*

[Attachment A: Planning Commission Report - Annual Docket 25-26](#)

[Attachment B: Appendices](#)

[Attachment C: Ordinance](#)

**Legislative History**

7/1/25

Committee of the Whole -  
Planning and Public Worksreferred to the City Council Study  
Session

7/22/25

City Council

referred to the City Council Special  
Meeting

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

**V. HEARINGS AND REPORTS**

**A. Public Hearings**

**B. Reports**

**1. Staff Reports**

**2. Ombudsperson Report**

*July: Councilmember Anderson*

*August: Councilmember Salahuddin*

**3. Committee Reports**

**VI. UNFINISHED BUSINESS**

**VII. NEW BUSINESS**

**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:** 8/4/2025

**Meeting of:** City Council Special Meeting

**File No.** SPC 25-062

**Type:** Executive Session

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



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 8/4/2025

**Meeting of:** City Council Special Meeting  
Day

**File No.** SPC 25-050

**Type:** Special Orders of the

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PRESENTATION: Recognition of Redmond as a JustServe City



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 8/4/2025

**Meeting of:** City Council Special Meeting

**File No.** SPC 25-063

**Type:** Minutes

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Approval of the Minutes: July 15, 2025, Regular Meeting, and July 22, 2025, Special Meeting (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

## **CALL TO ORDER**

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

## **ROLL CALL AND ESTABLISHMENT OF A QUORUM**

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

Absent: None

## **SPECIAL ORDERS OF THE DAY:**

A. PRESENTATION: Puget Sound Regional Council VISION 2050 Award

Josh Brown spoke regarding the Puget Sound Regional Council presented the VISION 2050 Award to the city for the Redmond Senior & Community Center. Mayor Birney thanked staff for making this project a success.

## **ITEMS FROM THE AUDIENCE**

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

- Rebecca Bloom - requesting changes to the Comprehensive Plan for the Redmond Flex Site;
- Wolfe Adriatico, Max Ruhlman, and Chester Anderson - Old Firehouse Teen Center closure, concerns with youth services being moved to the Community Center at Marymoor Village, performing and staff changes;
- Erin Hamilton - Derby Days, interacting with, and diversity of, Police Officers, and removal of tennis balls from the Sammamish River;
- Andy Baker - velodrome racing during Derby Days, 50<sup>th</sup> anniversary season, partnering with the city for youth day camps, and upcoming events;
- David Morton - Environmental Sustainability Action Plan update top priorities;
- Paul Quinn - solid waste customers charged on size of container instead of what is in the container and utilizing a pilot program; and

- Noah Radford - placing Special Orders of the Day following Items from the Audience, providing a place for teens, subcommittee, and the closure of the Old Firehouse Teen Center.

## CONSENT AGENDA

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

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

1. Approval of the Minutes: July 1, 2025, Regular Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

#188729 through #188729  
#188117 through #188123  
#1859 through #1859

\$17,913.65

#188730 through #188742  
#188124 through #188932  
#1860 through #1864

\$4,773,820.41

#12453 through #12744

\$7,430,983.69

3. AM No. 25-102: Award Construction Contract to A1 Landscaping of Snohomish, WA, in the Amount of \$2,739,391, for the Bel-Red Buffered Bike Lanes Project
4. AM No. 25-103: Approval of a Consultant Agreement with Walker Consultants, in the Amount of \$114,990, for the Curbside Management Plan Project
5. AM No. 25-104: Award Construction Contract to Always Active Services, LLC of Snohomish, WA, in the Amount of \$364,458, for the Meadow Park Sport Court Replacement Project



6. AM No. 25-105: Approval of an Amendment to the King County Memorandum of Understanding for the Opioid Abatement Council (OAC)
7. AM No. 25-106: Approval of Reappointments to Community Facilities District (CFD) 2014-01 Board of Supervisors
8. AM No. 25-107: Amendment of Resolution 1604, Section 1.6) Bidding Thresholds and Authority, for Purchases of Public Works, and Section 2) Small Works Roster
  - a. Resolution No. 1608: A Resolution of the City Council of the City of Redmond, Washington, Amending Resolution No. 1604, Section 1.6) Bidding Thresholds and Authority, for Purchases of Public Works, and Section 2) Small Works Roster, and Establishing an Effective Date
9. AM No. 25-108: Adoption of an Ordinance for the 2025-2026 Budget Adjustment #2
  - a. Ordinance No. 3224: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance No. 3196 and 3215, by Making Adjustments to the City's 2025-2026 Biennial Budget, in Exhibit 1

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

**HEARINGS AND REPORTS**

Staff Reports:

- a. AM No. 25-109: Capital Investment Program (CIP) Project Updates - Q2 2025

Vangie Garcia, Public Works Deputy Director, introduced this item and Tess Wilkinson, Capital Projects Planner, and Steve Gibbs, Capital Division Manager, provided a report to the Council and responded to Councilmember inquiries.

- b. AM No. 25-110: Progressive Design-Build (PDB) Process for Maintenance and Operations Center (MOC) - Campus Redevelopment Project

Vangie Garcia, Public Works Deputy Director, introduced this item and Amy Kim, Capital Project Manager, was joined by a

consultant, who provided a report to the Council and responded to Councilmember inquiries.

Ombudsperson Reports:

Councilmember Anderson reported receiving resident contacts regarding: ADA parking; price of sport courts; and a thank you to customer service for assistance.

Councilmember Stuart reported receiving resident contacts regarding: thank you for the work at Derby Days; bike races; light rail; world cup; short term rentals; RYPAC and commissioners; eviction; and meeting with human services providers.

Councilmember Kritzer reported receiving resident contacts regarding: Derby Days Council booth; teen center and programing; sustainability; housing; transportation; community library for household tools; and trees.

Councilmember Forsythe reported receiving resident contacts regarding: Derby Days; bike races; parade; thank you to the volunteers; velodrome races and drone show.

Councilmember Salahuddin reported receiving resident contacts regarding: Derby Days; world cup; transit; traffic; soccer in the region; and Idylwood Park.

Councilmember Nuevacamina reported receiving resident contacts regarding: Derby Days; world cup; transit; short term rentals; bike races; and velodrome.

Committee Reports:

Councilmember Salahuddin provided a committee report:

- Committee of the Whole - Public Safety and Human Services.

Councilmember Stuart provided committee reports:

- Growth Management Planning Board; and
- Sound Cities Association Public Issues Committee.

Councilmember Forsythe provided committee reports:

- Disability Board; and

- Eastrail.

Councilmember Kritzer provided a committee report:

- Eastside Transportation Partnership.

Mayor Birney spoke regarding the Sound Transit System Expansion meeting.

**UNFINISHED BUSINESS: NONE**

**NEW BUSINESS: NONE**

**EXECUTIVE SESSION:**

- A. To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase RCW 42.30.110(1)(b) - 20 minutes
- B. To Evaluate the Qualifications of an Applicant for Public Employment (RCW 42.30.110(1)(g)) - 20 mins
- C. Labor Negotiations [RCW 42.30.140(4)(b)] - 20 minutes

Mayor Birney announced the Council will now leave the meeting and go into Executive Session to Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase RCW 42.30.110(1)(b) for 20 minutes; Evaluate the Qualifications of an Applicant for Public Employment (RCW 42.30.110(1)(g)) for 20 mins; and to discuss Labor Negotiations [RCW 42.30.140(4)(b)] for 20 minutes. Per state law, public attendance is not allowed. Action will not take place following the Executive Session.

*Executive Session convened at 8:40 p.m., and ended at 9:40 p.m.*

**ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 9:40 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: August 4, 2025*

**CALL TO ORDER**

A Special Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 6:40 p.m. The meeting was held in the Redmond City Hall Council Chambers.

**ROLL CALL AND ESTABLISHMENT OF A QUORUM**

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

Absent: Councilmember Anderson

**PARKS, TRAILS AND RECREATION CANDIDATE INTERVIEW**

The purpose of the special meeting was to interview a candidate for the Parks, Trails and Recreation Commission.

Loreen Hamilton, Parks and Recreation Director, introduced the candidate: Sayna Parsi.

The candidate spoke regarding background and interest in the work of the commission and community.

Discussion ensued regarding: favorite park; employment and volunteerism; supporting wildlife and habitat; balancing sports court access; and handling a conflict of opinion.

**ADJOURNMENT**

There being no further business to come before the Council the special meeting adjourned at 6:54 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: August 4, 2025*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 8/4/2025

**Meeting of:** City Council Special Meeting

**File No.** SPC 25-064

**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 7/1 - 7/15/2025  
Check Date: 7/25/2025

Check Total:	\$ 21,988.78
Direct Deposit Total:	\$ 3,015,450.39
Wires & Electronic Funds Transfers:	\$ 1,768,109.57
Grand Total:	<u>\$ 4,805,548.74</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 **188744** through **188755** ,  
Direct deposits numbered **188933** through **189743** , and  
Electronic Fund transfers **1865** through **1869**  
are approved for payment in the amount of **\$4,805,548.74**  
on this **5 day of August 2025**.


**Note:**

Check # 188743 - Reprint Ghilherme Soares Da Motta

City of Redmond  
Payroll Final Check List  
Pay period: 7/1 - 7/15/2025  
Check Date: 7/25/2025

Total Checks and Direct deposit:	\$ 4,263,660.34
Wire Wilmington Trust RICS (MEBT):	\$ 541,888.40
Grand Total:	<u>\$ 4,805,548.74</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:  
  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

City of Redmond  
Payroll Check Approval Register  
Pay period: 7/1 - 7-31/2025  
Check Date: 7/31/2025

Check Total:	\$	2,179.32
Direct Deposit Total:	\$	12,111.33
Wires & Electronic Funds Transfers:	\$	4,623.80
Grand Total:	\$	18,914.45

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 **188756** through **188756** ,  
Direct deposits numbered **189744** through **189749** , and  
Electronic Fund transfers **1870** through **1870**  
are approved for payment in the amount of **\$18,914.45**  
on this **15 day of August 2025**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 7/1 - 7-31/2025  
Check Date: 7/31/2025

Total Checks and Direct deposit:	\$	15,406.25
Wire Wilmington Trust RICS (MEBT):	\$	3,508.20
Grand Total:	\$	18,914.45

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

DocuSigned by:  
*Kseniya Daly*  
5EE9299799AF448...

Human Resources Director, City of Redmond  
Redmond, Washington

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

Signed by:



706AE71EFDB1430...

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 12745 through 13182, and Wire Transfers are approved for payment in the amount of \$7,700,409.67. This 4th day of August 2025.

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## Memorandum

**Date:** 8/4/2025

**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-111

**Type:** Consent Item

**TO:** Members of the City Council

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Michael Hintze	Transportation Planning Manager
Planning and Community Development	Francesca Liburdy	Senior Transportation Planner

**TITLE:**

Approval of On-Call Consultant Contracts for Transportation Planning & Engineering

**OVERVIEW STATEMENT:**

The City of Redmond has used transportation planning & engineering on-call consultant services to expand the capability of Redmond staff and accelerate delivery of transportation planning and engineering services to the community since 2009. The primary focus of the consultants has been to augment staff's efforts to advance transportation planning or engineering projects, such as bicycle facility design, traffic engineering studies, traffic modeling, or transit planning and design, among other projects. The use of on-call agreements has proven effective and efficient in responding to a variety of planning and engineering needs.

Each of these on-call contracts will be for a period of two (2) years with an option to be extended for an additional two (2) years. Each contract has a maximum allowable contract value of \$200,000.

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

**REQUESTED ACTION:**

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
  - **Redmond 2050, FW-TR-1:** Plan, design, build, operate, and maintain a safe transportation system that advances an equitable, inclusive, sustainable, and resilient community by providing for the mobility and access needs of all.
  - **Redmond 2050, FW-TR-3:** Complete the accessible and active transportation, transit, freight, and street

networks identified in the Transportation Master Plan in support of an integrated and connected transportation system.

- **TR-14:** Prioritize transportation investments that reduce household transportation costs, such as investments in transit, bicycle and pedestrian system access, capacity, and safety.
- **TR-16:** Prioritize the comfort, safety, and convenience of people using pedestrian and bicycle facilities over other users of the transportation system. Establish standards for bicycle and pedestrian facilities to attract users of all ages and abilities. Prioritize improvements that address safety concerns, connect to centers or transit, create safe routes to school, and improve independent mobility for those who rely disproportionately on the pedestrian and bicycle network
- **Redmond 2050, FW-TR-4:** Plan, design, build, operate, and maintain a transportation system that supports the City's sustainability principles.
- **Redmond 2050, FW-TR-5:** Influence regional transportation decisions and leverage regional transportation investments in support of Redmond's transportation policy objectives.
- **Required:**  
Council approval is required for contracts that exceed \$50,000.
- **Council Request:**  
N/A
- **Other Key Facts:**  
The Transportation Planning & Engineering division currently maintains a roster of six (6) transportation planning and engineering firms under contract for ongoing services. This proposal will update the roster to four (4) transportation planning and engineering firms and one (1) contract for data services.

#### **OUTCOMES:**

This action facilitates the execution of contracts up to the designated amount with the firms identified through the roster update process. This supports the advancement of projects and planning work in a timely manner, especially given any limitations on staffing workload or expertise.

#### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

#### **BUDGET IMPACT:**

##### **Total Cost:**

There are no budget implications for this action. This action creates a contract vehicle for Council-authorized spending

that has been previously approved.

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

**Budget Offer Number:**  
0000310 - Mobility of People and Goods

**Budget Priority:**  
Vibrant and Connected

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

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

**Funding source(s):**  
Funds for specific task orders will be taken from the appropriate fund that has already been approved by Council, including the Transportation Planning & Engineering (TP&E) Consultant Services fund.

**Budget/Funding Constraints:**  
On-call consultant contracts specify that no work is guaranteed to a consultant. The contracts provide clear language for the limitations on contract funding amounts that cannot be exceeded. Funding is encumbered only when a need arises.

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/1/2025	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
	Nothing proposed at this time	N/A

**Time Constraints:**  
The existing contracts expire on August 31, 2025. Our selected firms need to be under contract before our current contracts expire to avoid delays to upcoming and ongoing projects.

**ANTICIPATED RESULT IF NOT APPROVED:**

Without on-call consultant contracts, City staff would need to go through separate contracting processes for each small task order or consulting services need. This would adversely impact the City's ability to advance project work on a timely basis.

**ATTACHMENTS:**

Attachment A - RFQ 10872-25 On-Call Planning and Engineering Services  
Attachment B - RFQ 10872-25 Scope of Work  
Attachment C - RFQ 10872-25 Consultant Agreement  
Attachment D - RFQ 10872-25 Option for Renewal  
Attachment E - DKS Consultant Contract  
Attachment F - DKS Consultant Rates  
Attachment G - Fehr & Peers Consultant Contract  
Attachment H - Fehr & Peers Consultant Rates  
Attachment I - Idax Consultant Contract and Rates  
Attachment J - Parametrix Consultant Contract  
Attachment K - Parametrix Consultant Rates  
Attachment L - Psomas Consultant Contract and Rates

**City of Redmond, Washington**  
**Purchasing Division, M/S: 3NFN**  
**15670 NE 85<sup>th</sup> Street**  
**PO Box 97010**  
**Redmond, WA 98073-9710**

**RFQ 10872-25**  
**Request for Qualifications**

**On-Call Transportation Planning & Engineering Services**

**The City is soliciting Statements of Qualification from qualified firms to provide on-call transportation planning and engineering consultant services.**

**Posting Date: May 16, 2025**

**Statements of Qualification Due: June 6, 2025 at 2:00PM (PST)**

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The City of Redmond, Washington (the "City") requests interested parties to submit Statements of Qualification (SOQs) for the above referenced Request for Qualifications (RFQ).

**Background**

City maintains a roster of on-call consultants who are tasked with providing a diverse range of transportation planning and engineering services. These tasks are generally in support of larger capital and planning project efforts or may fill one-time planning or engineering needs. Tasks that have been performed under previous on-call agreements have included, but were not limited to, transportation project cost estimation and preliminary engineering, bicycle facility design, transit speed and reliability studies, traffic modeling, engineering reviews, intersection operations analysis, mobility planning studies, and targeted community outreach. The City will retain 3-4 on-call firms at a time to ensure that a variety of specialties are represented in the roster.

**Scope of Work**

The City is interested in contracting with qualified firms to support on-call transportation planning and engineering services. The complete Scope of Work for this project is included as Attachment A

**Subconsultants:**

If any service is supplied by a partner or 3<sup>rd</sup> party, identify the source service provider(s), as specified in the Scope of Work (Attachments A).



## **Term**

The City intends to enter into an initial two-year agreement, with one (1) optional two-year renewal term, for a potential maximum total term of four (4) years (see Attachment C, Option for Renewal), provided that 1) Consultant is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City, and 3) that sufficient funds have been appropriated by the City. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed annual labor rate adjustment. If rate increases are greater than the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Seattle-Tacoma-Bellevue area occurring during the immediately preceding 12-month period for which CPI-W data is available, Consultant shall provide written justification for the increase. Justification must include reasons beyond personnel title changes, promotions, etc. and shall include what additional value will be provided with the rate increase. Acceptance of such a request will be at the sole discretion of the City.

## **Proposed Timeline**

The following table outlines the anticipated schedule for this RFQ process. The City reserves the right to modify or reschedule milestones as necessary.

<b>Item</b>	<b>Date</b>
RFQ Announced	May 16, 2025
Statements of Qualifications Due	June 6, 2025
Evaluation of Submittals and Short-List Selection	June 2025
Select Most Qualified Firms	June 2025
Contract Negotiation	June 2025
City Council Approval	July /August 2025
Main Task Order Timeframe	September 01, 2025 - August 31, 2027

## **Submittal Due Date/Time**

**2:00PM (local time) on Friday, June 6, 2025.** The City must receive SOQs no later than said date and time.

## **SOQ Submittal Procedures**

City of Redmond now utilizes DocuSign for the electronic submittal of bids and proposals. This service is free of charge for bidders and does not require that a bidder have a DocuSign account to complete the signature process. Please refer to the instructions shared in the online posting for this RFQ on [www.redmond.gov/bids](http://www.redmond.gov/bids) for step-by-step instructions for submitting a proposal.

The City of Redmond must receive electronically submitted proposals no later than said date and time. Responses received after such time will be returned unopened. By submitting a proposal, respondents



acknowledge their satisfaction as to the size, scope and location of the work to be performed.

### **Submittal Requirements & Format**

All costs for developing a response to this RFQ are the obligation of the respondent and are not chargeable to the City. The respondent must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Submittals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the below listed City agent(s). Submittals cannot be withdrawn after the published close date.

Submittals must include all information requested and meet all specifications and requirements outlined in this RFQ. The following items must be part of your proposal; if any are not included, your submittals may be judged as non-responsive. Limit proposals to **4 pages** (cover letter, resumes and work examples not included in page limit). A committee will evaluate the submitted SOQs. During the evaluation process, the City reserves the right to request additional information or clarification from firms responding to this RFQ.

The SOQ should include the following components:

1. **Cover Letter** (1 page maximum): A concise introduction outlining the firm's interest in providing services.
2. **Relevant Project Experience**: A summary of the firm's expertise relevant to the tasks outlined in the Scope of Work (Attachment A).
3. **Task Categories** - Clearly indicate the category(ies) of tasks for which your firm is proposing to provide services.  
NOTE: Consultants are not expected to be qualified in all tasks, nor are they expected to perform professional services for all tasks; however, their submission shall identify strengths that correlate closely with at least one of the categories described in the scope of work.
4. **Team Description** - Provide an organization chart or similar explanation of team members' roles and responsibilities; provide a summary of each firm on the team including the office locations, number of staff and area of expertise. Describe the unique qualities of the team as it relates to the project.
5. **Project Team and Key Staff Availability** - Identify key personnel, their roles and responsibilities and their expected availability and responsiveness for on-call services. List 3-5 projects for each proposed staff member and specify the anticipated percentage of time staff are anticipated to dedicate to these projects during the first year of the on-call contract. Include brief resume for each team member (resumes does not count toward the submittal page limit).



6. **Project Management Approach** – Describe your firm’s approach to managing task orders efficiently, effectively, and in a timely manner. Highlight strategies for ensuring responsiveness and maintaining high-quality service delivery.
7. **QC/QA Measures** – Describe your quality control and quality assurance measures.
8. **Reporting Approach** – Describe your method for project reporting.
9. **Project Coordination** – Describe your approach for project coordination with subconsultants, if applicable.
10. **Example of Work** – Please provide a copy of a recent product produced that highlights the firm’s strengths in each proposed service category (examples of work does not count toward the submittal page limit).
11. **Business Name** – Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
12. **Business License** – Provide a statement to the effect that you understand and agree to obtain a City of Redmond business license as a requirement for performing these services. A city business license application can be found at: <http://www.redmond.gov/BusinessLicense>. The selected firm, and each of its subconsultant firms in cases where a team is formed, will be required to obtain a Redmond business license prior to performing any work for the City and to maintain the license throughout the project’s life. If your place of business is not located within the city limits, but you or your agents will be physically coming into the city to conduct business, call on clients, or provide services, you will need a Redmond business license.
13. **Valid Time Period** – Provide a statement indicating the number of calendar days the submittal shall be valid (the City’s minimum number of days is 60).

### **Selection and Award**

All interested parties are requested to provide a response containing all required elements herein to the City by the deadline given. A selection committee will review and evaluate all submittals, with the intention of selecting a Consultant who provides a proposal that, in the opinion of the City, provides the best value (receives the highest score, as determined by the evaluation criteria listed below). The selection committee will rely on the content of the submissions in the selection of finalists. If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.





<b>Evaluation Criteria</b>	<b>Weight</b>
<b>Consultant Qualifications and Expertise:</b> Demonstrated ability and depth of experience to successfully perform work outlined in the Scope of Work (Attachment A).	20 pts
<b>Relevant Experience:</b> Past success in delivering similar on-call services, including examples of previous work that showcase strengths in proposed service categories.	25 pts
<b>Key Staff and Availability:</b> Competency, responsiveness, and availability of key personnel; including relevant project experience and anticipated level of commitment.	20 pts
<b>Project Management and Efficiency:</b> Effectiveness in managing task orders to ensure efficiency, responsiveness, and timely execution of services.	25 pts
<b>Effective QA/QC Processes:</b> Describe your quality control and quality assurance measures	10 pts
<b>TOTAL</b>	<b>100 pts</b>

During evaluation, the City may consider the following:

- Quality of previous performance
- Ability to meet tasks deadlines
- Staff availability for the project
- Responsiveness to solicitation requirements
- Strength and stability of the firm
- Technical experience and strength and stability of proposed subconsultants

The City reserves the right to reject any or all submittals and to waive any irregularities or information in the evaluation process. The final decision is at the City's sole discretion and respondents to this request have no appeal rights or procedures guaranteed to them.

The City reserves the right to re-evaluate firms who were not originally short-listed at any time before the determination of a finalist is made. Upon notification of an intent to award, the City reserves the right to limit the period of contract development to thirty (30) days, after which time project award may be rescinded. The City has the option not to award a contract at the end of this process.



## **Terms and Conditions**

The City reserves the right to amend terms of this RFQ to circulate various addenda, or to withdraw the RFQ at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- RFQ 10872-25
- Attachment A, Scope of Work
- Attachment B, Consultant Agreement (boilerplate)
- Attachment C, Option for Renewal

## **Contracting notice:**

Upon selection of Consultant, the City intends to enter into an agreement using its standard Consultant Agreement which shall be used to secure these services. A copy of this document is attached, as Attachment B and will be the governing document. No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City.

## **Performance Criteria**

Consultant shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance/service against the Consultant shall be documented by the City and submitted to the Consultant for corrective action. Continued poor performance shall be deemed a breach of City requirements and shall be the cause for immediate termination of services.

## **Proposed Personnel**

Consultant agrees to provide all professional staff necessary to perform the scope of work, including key individuals named in Consultant's RFQ submittal. These key personnel shall remain assigned for the duration of the contract, unless otherwise agreed to in writing by the City. In the event Consultant proposes to substitute any key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The City shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The City shall not unreasonably withhold approval of staff changes.

## **Insurance**

Consultant must maintain insurance as outlined in the Consultant Agreement (Attachment B). Prior to performing any services, Consultant shall provide the City a standard ACORD Form 25 Certificate of Insurance, naming the City as Additional Insured. Failure of the City to demand such certificate or failure of the City to identify a deficiency in the insurance documentation shall not be construed as a waiver of Consultant's obligation to maintain such insurance.



## **Invoicing and Payment**

Consultant may invoice the City no more frequently than once per month for work completed. Invoices shall contain an itemized listing of all expenses. The City will make payment to Consultant within thirty (30) days after receipt and approval of said invoices. Invoices shall be delivered to:

City of Redmond  
Accounts Payable, M/S: 3SFN  
P.O. Box 97010  
Redmond, WA 98073-9710  
[accountspayable@redmond.gov](mailto:accountspayable@redmond.gov)

## **Public Disclosure Notice**

Proposals that are submitted in response to this Invitation to Bid or Request for Proposal are subject to public release under the Washington State Public Records Act, chapter 42.56 RCW ("PRA"). Respondents are strongly encouraged to avoid including confidential and/or proprietary information in their proposals. If a respondent includes confidential and/or proprietary information in its proposal, and wishes for the City to withhold it from public release under RCW 42.56.070(1), the respondent's submission should: (a) clearly identify which information should be withheld, (b) cite the legal authority that allows the City to withhold such information, and (c) explain in detail why the information is exempt from release under the PRA. Marking an entire proposal as confidential and/or proprietary will NOT be accepted or honored and may result in disqualification of the proposal. If the City receives a PRA request for a proposal that contains information, which a respondent has identified in whole or in-part as exempt from release, the City will review the proposal and then determine whether the information must be released under the PRA based solely on the information provided by the respondent.

## **Non-Collusion**

By submission of this submittal, respondent and each person signing on behalf of respondent certifies, and in the case of joint submittal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this submittal have been arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this submittal have not been knowingly disclosed by respondent and will not be disclosed by respondent directly or indirectly to any other respondent or competitor before submittals are opened. (3) No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to submit or not to submit a submittal on any portion of the project work. If collusion is uncovered, the City maintains the right to reject all submittals from implicated parties.

## **Governing Law and Venue**

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate state or federal court located in King County.



### **Bid Protest**

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the City. The City will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or City policy.

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the RFQ content contact listed below. Bid Protests will not be accepted later than two (2) business days after respondents are notified of award details. The City's Technical Contact and RFQ Content Contact will review any protest and respond to protestor within ten (10) business days. The City may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process.

### **Americans with Disabilities Act (ADA) Information**

The City of Redmond in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request. Visit <http://redmond.gov/ADA> for more information. This material can be made available in an alternate format by contacting the Customer Service Center at [info@redmond.gov](mailto:info@redmond.gov) or 425-556-2900, option 7.

### **Title VI Statement**

The City of Redmond in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Visit <http://redmond.gov/TitleVI> for more information.

### **Questions/Inquiries**

Please direct any questions concerning this RFQ or the City's requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your response.

### **RFQ Content:**

Katia Matuzova  
Sr. Purchasing Agent  
Email: [kimatuzova@redmond.gov](mailto:kimatuzova@redmond.gov)  
Tel: 425-556-2250

MS: 3NFN  
15670 NE 85<sup>th</sup> Street  
PO Box 97010  
Redmond, WA 98073-9710



## **RFQ 10872-25**

### **On-Call Transportation Planning & Engineering Services**

#### **Attachment A - Scope of Work**

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##### **Background**

Redmond maintains a roster of on-call consultants who are tasked with providing a diverse range of transportation planning and engineering services. These tasks are generally in support of larger capital and planning project efforts or may fill one-time planning or engineering needs. Tasks that have been performed under previous on-call agreements have included, but were not limited to, transportation project cost estimation and preliminary engineering, bicycle facility design, transit speed and reliability studies, traffic modeling, engineering reviews, intersection operations analysis, mobility planning studies, and targeted community outreach. The City will retain 3-4 on-call firms at a time to ensure that a variety of specialties are represented in the roster.

##### **Project Funding**

Funding for on-call services comes from the City of Redmond operating budget or capital improvement projects. It is not expected that federal or state grants would be included among the funding sources.

#### **Scope of Work**

The selected consultants shall have the qualifications and availability to provide all labor, materials, equipment and supplies to perform on-call professional transportation planning and engineering services on a task order basis for various projects. Consultants are not required to be qualified in all tasks; however, their statement of qualifications shall identify strengths that correlate closely with at least one of the categories below.

All selected consultants shall be able to prepare quality reports, design memoranda, visual communication and online materials, and/or technical memoranda in a timely manner. They shall also be readily available to respond to City staff inquiries on work products, attend and assist at meetings and coordinate with other service providers as needed.

Tasks fall into specific categories and may include, but are not limited to the following:

##### **Bicycle Facilities Design & Analysis**

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design



- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

### **Traffic Engineering Studies**

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

### **Traffic Modeling and Data Analysis**

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures
- Provide data analysis and visualization using a variety of data sources to analyze, evaluate, and communicate project/program outcomes

### **Transit Planning & Design**

- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit-oriented development and mobility hub planning

### **Transportation Planning & Engineering**

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.
- Assist City staff in planning studies for implementation of strategies in the Safer Streets Action Plan and Transportation Master Plan



## **RFQ 10872-25**

### **On-Call Transportation Planning & Engineering Services**

#### **Attachment C - Option for Renewal**

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The City intends to enter into an initial two-year agreement, with one (1) optional two-year renewal term, for a potential maximum total term of four (4) years, provided that 1) Consultant is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City, and 3) that sufficient funds have been appropriated by the City. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed annual labor rate adjustment. If rate increases are greater than the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Seattle-Tacoma-Bellevue area occurring during the immediately preceding 12-month period for which CPI-W data is available, Consultant shall provide written justification for the increase. Justification must include reasons beyond personnel title changes, promotions, etc. and shall include what additional value will be provided with the rate increase. Acceptance of such a request will be at the sole discretion of the City.



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



**Page 2 – Consultant Agreement for Architectural, Engineering & Surveying  
City of Redmond, standard form**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

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

WHEREAS, the CITY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II  
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

**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 CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend

**Page 3 – Consultant Agreement for Architectural, Engineering & Surveying  
City of Redmond, standard form**

coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

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

All reports, plans & specifications, and other data furnished to the CONSULTANT by the CITY shall be returned. 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 this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

**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 CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

**V  
PAYMENT PROVISIONS**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Payment terms shall be NET 30 days. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

**VI  
SUBCONTRACTING**

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".



**Page 4 – Consultant Agreement for Architectural, Engineering & Surveying  
City of Redmond, standard form**

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

**VII  
EMPLOYMENT**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the 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 CITY, and any and all claims that may or might 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

## **VIII NONDISCRIMINATION**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

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 "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, 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 CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY 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



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time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work 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 herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work 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 above.

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 it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the CITY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. 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 complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI  
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City 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 City Engineer's decision, that decision shall be subject to de novo judicial review.

**XII  
VENUE, APPLICABLE LAW AND  
PERSONAL JURISDICTION**

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 shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

**XIII  
LEGAL RELATIONS**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the



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CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY 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.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY 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 the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

**Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Commercial general liability and property damage insurance in an amount not less than two million dollars (\$2,000,000) per occurrence/five million dollars (\$5,000,000) aggregate for bodily injury, including death and property damage.
- C. Professional liability insurance in the amount of \$2,000,000 or more against claims arising from the performance of professional services under this contract.
- D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

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City of Redmond, standard form**

The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the CITY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the CITY.

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV  
EXTRA WORK**

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "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 CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs 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.



**XV**  
**ENDORSEMENT OF PLANS**

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

**XVI**  
**COMPLETE AGREEMENT**

This document and referenced attachments contains 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 an amendment to this AGREEMENT.

**XVI**  
**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 agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

*CONSULTANT*

*CITY OF REDMOND*

By: \_\_\_\_\_

By: \_\_\_\_\_

Angela Birney, Mayor

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**  
**PAYMENT**  
**(NEGOTIATED HOURLY RATE)**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR Part 31.

**1. Hourly Rates**

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the CITY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

**2. 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 subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the CITY's Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with the 48 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 the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

**3. Contingencies**

If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

**4. Maximum Amount Payable**

The maximum amount payable by the CITY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable is comprised of the total amount authorized and the contingencies. The maximum amount payable does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

## **5. Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced 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 project at the time of the interview.

## **6. Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work 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 CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements 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 CITY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

## **7. Inspection of Cost Records**

The CONSULTANT and their subconsultants shall keep available for inspection by representatives of the CITY, for a period of three (3) years after 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**EXHIBIT C**  
**CONSULTANT FEE DETERMINATION**

**PROJECT:** \_\_\_\_\_

**NEGOTIATED HOURLY RATES:**

<u>Classification</u>	<u>Hours</u> x	<u>Rate</u>	=	<u>Cost</u>
	x			\$
	x			
	x			
	x			
	x			
	x			
	x			
	x			
	x			

TOTAL = \$ \_\_\_\_\_

**REIMBURSABLES:**

*"Itemized"* = \$ \_\_\_\_\_

**SUBCONSULTANT COSTS (See Exhibit D):** = \$ \_\_\_\_\_

**TOTAL** = \$ \_\_\_\_\_

**CONTINGENCIES:** = \$ \_\_\_\_\_

**GRAND TOTAL:** = \$ \_\_\_\_\_



**EXHIBIT D**

**SUBCONTRACTED WORK**

The CITY permits subcontracts for the following portions of the work of the AGREEMENT:

SUBCONSULTANT

WORK DESCRIPTION

AMOUNT

TOTAL = \$ \_\_\_\_\_

**EXHIBIT D-1**

**SUBCONSULTANT FEE DETERMINATION**

**PROJECT:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**NEGOTIATED HOURLY RATES:**

<u>Classification</u>	<u>Hours</u> x	<u>Rate</u>	=	<u>Cost</u>
	x			\$
	x			
	x			
	x			
	x			
	x			
	x			
	x			
	x			

**TOTAL = \$** \_\_\_\_\_

**REIMBURSABLES:**

*"Itemized"* = \$ \_\_\_\_\_

**GRAND TOTAL:** = \$ \_\_\_\_\_

## **EXHIBIT E**

### **TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

1. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in the same manner as in federally assisted programs of the CITY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT.
2. **NON-DISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.
3. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
5. **SANCTIONS FOR NON-COMPLIANCE:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
6. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.



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

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

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

Firm/Organization Legal Name (do not use dba's): DKS Associates		
Address 1050 SW 6th Avenue, Suite 600, Portland OR 97204	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 & Option for Renewal
<del>Exhibit B</del>	<del>DBE Participation</del>
<del>Exhibit C</del>	<del>Preparation and Delivery of Electronic Engineering and Other Data</del>
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
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:			If to CONSULTANT:		
Name:			Name: Brian Kellogg		
Agency:			Agency: DKS Associates		
Address:			Address: 719 2nd Ave, Suite 1250		
City:	State:	Zip:	City: Seattle	State: WA	Zip: 98104
Email:			Email: brian.kellogg@dksassociates.com		
Phone:			Phone: 206-382-9800		
Facsimile:			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 card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

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

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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



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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in 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.

*Wintana Miller*  
\_\_\_\_\_  
Signature

07/07/2025  
\_\_\_\_\_  
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.

See Exhibit A-1 and Exhibit A-2, attached.



# **Exhibit A-1**

## **On-Call Transportation Planning & Engineering Services**

### **Scope of Work**

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#### **Background**

Redmond maintains a roster of on-call consultants who are tasked with providing a diverse range of transportation planning and engineering services. These tasks are generally in support of larger capital and planning project efforts or may fill one-time planning or engineering needs. Tasks that have been performed under previous on-call agreements have included, but were not limited to, transportation project cost estimation and preliminary engineering, bicycle facility design, transit speed and reliability studies, traffic modeling, engineering reviews, intersection operations analysis, mobility planning studies, and targeted community outreach.

#### **Project Funding**

Funding for on-call services comes from the City of Redmond operating budget or capital improvement projects. It is not expected that that federal or state grants would be included among the funding sources.

### **Scope of Work**

The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that the CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called or in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community. The specific on-call services to be provided are described as follows:

#### **Consultant Scope**

The CONSULTANT/CONTRACTOR shall have the qualifications and availability to provide all labor, materials, equipment and supplies to perform on-call professional transportation planning and engineering services on a task order basis for various projects.

The CONSULTANT/CONTRACTOR shall be able to prepare quality reports, design memoranda, visual communication and online materials, and/or technical memoranda in a timely manner. They shall also be readily available to respond to City staff inquiries on work products, attend and assist at meetings and coordinate with other service providers as needed.

Tasks fall into specific categories and may include, but are not limited to the following:

#### ***Bicycle Facilities Design & Analysis***



- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

### ***Traffic Engineering Studies***

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

### ***Traffic Modeling and Data Analysis***

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures
- Provide data analysis and visualization using a variety of data sources to analyze, evaluate, and communicate project/program outcomes

### ***Transit Planning & Design***

- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit-oriented development and mobility hub planning

### ***Transportation Planning & Engineering***

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.
- Assist City staff in planning studies for implementation of strategies in the Safer Streets Action Plan and Transportation Master Plan



## Task Order Administration:

### A. Period of Performance and Contract Value

This Consultant Agreement shall remain in effect until August 31st, 2027. Any work authorized by task order before August 31st, 2027, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31st, 2027. At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however, there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

### B. Consultant Resources and Time

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/CONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

### C. Task Order Process

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope, and preliminary schedule.
2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **On-Call Transportation Planning & Engineering Services**

## **Exhibit A-2 - Option for Renewal**

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The City intends to enter into an initial two-year agreement, with one (1) optional two-year renewal term, for a potential maximum total term of four (4) years, provided that 1) Consultant is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City, and 3) that sufficient funds have been appropriated by the City. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed annual labor rate adjustment. If rate increases are greater than the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Seattle-Tacoma-Bellevue area occurring during the immediately preceding 12-month period for which CPI-W data is available, Consultant shall provide written justification for the increase. Justification must include reasons beyond personnel title changes, promotions, etc. and shall include what additional value will be provided with the rate increase. Acceptance of such a request will be at the sole discretion of the City.



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

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## ***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.

# ***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

DKS Associates

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whose address is

1050 SW 6th Avenue, Suite 600, Portland OR, 97204

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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.

DKS Associates

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Consultant (Firm Name)

*Wintana Miller*

---

Signature (Authorized Official of Consultant)

07/07/2025

---

Date

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

I hereby certify that I am the:

☐

☐ Other

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes 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.

DKS Associates

Consultant (Firm Name)

Wintana Miller

Signature (Authorized Official of Consultant)

07/07/2025

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.

DKS Associates

Consultant (Firm Name)

*Wintana Miller*

Signature (Authorized Official of Consultant)

07/07/2025

Date

# **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

<b>Fee Schedule</b> <b>Effective January 1, 2025 through December 31, 2025</b>					
<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 9	95.00	Grade 40	250.00	Tech Level M	95.00
Grade 10	100.00	Grade 41	255.00	Tech Level N	100.00
Grade 11	105.00	Grade 42	260.00	Tech Level O	105.00
Grade 12	110.00	Grade 43	265.00	Tech Level P	110.00
Grade 13	115.00	Grade 44	270.00	Tech Level Q	115.00
Grade 14	120.00	Grade 45	275.00	Tech Level R	120.00
Grade 15	125.00	Grade 46	280.00	Tech Level S	125.00
Grade 16	130.00	Grade 47	285.00	Tech Level T	130.00
Grade 17	135.00	Grade 48	290.00	Tech Level U	135.00
Grade 18	140.00	Grade 49	295.00	Tech Level V	140.00
Grade 19	145.00	Grade 50	300.00	Tech Level W	145.00
Grade 20	150.00	Grade 51	305.00	Tech Level X	150.00
Grade 21	155.00	Grade 52	310.00	Tech Level Y	155.00
Grade 22	160.00	Grade 53	315.00	Tech Level Z	160.00
Grade 23	165.00	Grade 54	320.00	Tech Level AA	165.00
Grade 24	170.00	Grade 55	325.00	Tech Level AB	170.00
Grade 25	175.00	Grade 56	330.00	Tech Level AC	175.00
Grade 26	180.00	Grade 57	335.00	Tech Level AD	180.00
Grade 27	185.00	Grade 58	340.00	Tech Level AE	185.00
Grade 28	190.00	Grade 59	345.00	Tech Level AF	190.00
Grade 29	195.00	Grade 60	350.00	Tech Level AG	195.00
Grade 30	200.00	Grade 61	355.00	Tech Level AH	200.00
Grade 31	205.00	Grade 62	360.00	Tech Level AI	205.00
Grade 32	210.00	Grade 63	365.00	Tech Level AJ	210.00
Grade 33	215.00	Grade 64	370.00	Tech Level AN	230.00
Grade 34	220.00	Grade 65	375.00	Tech Level AO	235.00
Grade 35	225.00	Grade 66	380.00	Tech Level AP	240.00
Grade 36	230.00	Grade 67	385.00		
Grade 37	235.00	Grade 68	390.00		
Grade 38	240.00	Grade 69	395.00		
Grade 39	245.00	Grade 70	400.00		
<ul style="list-style-type: none"> <li>All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.</li> </ul>					

# Consultant Agreement for Architectural and Engineering [Non-Public Work]

<p><b>PROJECT TITLE</b> Transportation Planning &amp; Engineering On-Call Services</p>	<p><b>EXHIBITS</b> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p> <p>Exhibit A - Scope of Work &amp; Option for Renewal Exhibit D - Prime Consultant Cost Computations Exhibit E - Sub-consultant Cost Computations Exhibit F - Title VI Assurances Exhibit G - Certification Documents Exhibit I - Alleged Consultant Design Error Procedures Exhibit J - Consultant Claim Procedures</p>
<p><b>CONTRACTOR</b> Fehr &amp; Peers</p>	<p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b> <i>(Name, address, phone #)</i></p> <p>City of Redmond Francesca Liburdy, Senior Transportation Planner Redmond City Hall 15670 NE 85th Street Redmond, WA 98052 (425) 556-2476</p>
<p><b>CONTRACTOR'S CONTACT INFORMATION</b> <i>(Name, address, phone #)</i></p> <p>Fehr &amp; Peers 601 Union Street, Suite 3525 Seattle, WA 98101</p>	<p><b>BUDGET OR FUNDING SOURCE</b></p> <p>General Fund Budget Account 100.80900.00410.54313</p>
<p><b>CONTRACT COMPLETION DATE</b> August 31, 2027</p>	<p><b>MAXIMUM AMOUNT PAYABLE</b> \$200,000</p>

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Fehr & Peers	
Address 601 Union Street, Suite 3525, Seattle, WA 98101	Federal Aid Number
UBI Number 602-671-978	Federal TIN 68-0065540
Execution Date September 1, 2025	Completion Date August 31, 2027
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Transportation Planning & Engineering On-Call Services	
Description of Work <small>This project will be a non-exclusive continuing services contract to assist the City of Redmond with general planning and engineering-related services. Work will be conducted through task orders for specific project items.</small>	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: 200000

## Index of Exhibits

Exhibit A	Scope of Work & Option for Renewal
<del>Exhibit B</del>	<del>DBE Participation</del>
<del>Exhibit C</del>	<del>Preparation and Delivery of Electronic Engineering and Other Data</del>
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
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 City of Redmond, 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 for the AGENCY prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES (“Work Product”), 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 Work Product, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT. However, notwithstanding the foregoing, or any provision to the contrary in this AGREEMENT, intellectual property owned or created by any third party other than the CONSULTANT, its subconsultants, or the AGENCY (“Third-Party Content”), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by the CONSULTANT or its subconsultants prior to or independently of their performance of this AGREEMENT (“Background IP”), including such Third-Party Content or Background IP that the CONSULTANT or its subconsultants may employ in their performance of this AGREEMENT, or may incorporate into any part of the Work Product, shall not be the property of the AGENCY. The CONSULTANT, or its subconsultants as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. The CONSULTANT, and its subconsultants as applicable, grant the AGENCY an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Work Product. In the event the Work Product contains, or incorporates, any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, the CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Work Product, where such licenses are necessary for the AGENCY to utilize and enjoy the CONSULTANT’s services and the Work Product for their intended purposes.

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: Francesco Liburdy  
Agency: City of Redmond  
Address: 15670 NE 85th St, MS: 4SPL  
City: Redmond State: WA Zip: 98052  
Email: [fliburdy@redmond.gov](mailto:fliburdy@redmond.gov)  
Phone: 425-556-276  
Facsimile: NA

If to CONSULTANT:  
Name: Chris Breiland  
Agency: Fehr & Peers  
Address: 601 Union Street, Suite 3525  
City: Seattle State: WA Zip: 98101  
Email: [c.breiland@fehrandpeers.com](mailto:c.breiland@fehrandpeers.com)  
Phone: 206-576-4217  
Facsimile: NA

**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.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Francesca Liburdy  
Agency: City of Redmond  
Address: PO Box 97010  
City: Redmond State: WA Zip: 98052  
Email: fliburdy@redmond.gov  
Phone: (425) 556-2476  
Facsimile: NA

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in 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 Chris Breiland, Principal

Jul 23, 2025  
\_\_\_\_\_  
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.

See Exhibit A-1 and Exhibit A-2, attached.

## Exhibit A-1

### On-Call Transportation Planning & Engineering Services

#### Scope of Work

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##### Background

Redmond maintains a roster of on-call consultants who are tasked with providing a diverse range of transportation planning and engineering services. These tasks are generally in support of larger capital and planning project efforts or may fill one-time planning or engineering needs. Tasks that have been performed under previous on-call agreements have included, but were not limited to, transportation project cost estimation and preliminary engineering, bicycle facility design, transit speed and reliability studies, traffic modeling, engineering reviews, intersection operations analysis, mobility planning studies, and targeted community outreach.

##### Project Funding

Funding for on-call services comes from the City of Redmond operating budget or capital improvement projects. It is not expected that that federal or state grants would be included among the funding sources.

#### Scope of Work

The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By “on-call basis” it is meant that the CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called or in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community. The specific on-call services to be provided are described as follows:

##### Consultant Scope

The CONSULTANT/CONTRACTOR shall have the qualifications and availability to provide all labor, materials, equipment and supplies to perform on-call professional transportation planning and engineering services on a task order basis for various projects.

The CONSULTANT/CONTRACTOR shall be able to prepare quality reports, design memoranda, visual communication and online materials, and/or technical memoranda in a timely manner. They shall also be readily available to respond to City staff inquiries on work products, attend and assist at meetings and coordinate with other service providers as needed.

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*



- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

#### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

#### *Traffic Modeling and Data Analysis*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures
- Provide data analysis and visualization using a variety of data sources to analyze, evaluate, and communicate project/program outcomes

#### *Transit Planning & Design*

- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit-oriented development and mobility hub planning

#### *Transportation Planning & Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.
- Assist City staff in planning studies for implementation of strategies in the Safer Streets Action Plan and Transportation Master Plan



## Task Order Administration:

### A. Period of Performance and Contract Value

This Consultant Agreement shall remain in effect until August 31st, 2027. Any work authorized by task order before August 31st, 2027, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31st, 2027. At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however, there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

### B. Consultant Resources and Time

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/CONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

### C. Task Order Process

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope, and preliminary schedule.
2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



## **On-Call Transportation Planning & Engineering Services**

### **Exhibit A-2 - Option for Renewal**

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The City intends to enter into an initial two-year agreement, with one (1) optional two-year renewal term, for a potential maximum total term of four (4) years, provided that 1) Consultant is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City, and 3) that sufficient funds have been appropriated by the City. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed annual labor rate adjustment. If rate increases are greater than the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Seattle-Tacoma-Bellevue area occurring during the immediately preceding 12-month period for which CPI-W data is available, Consultant shall provide written justification for the increase. Justification must include reasons beyond personnel title changes, promotions, etc. and shall include what additional value will be provided with the rate increase. Acceptance of such a request will be at the sole discretion of the City.



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

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## ***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.



## ***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 City of Redmond
- 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  
Fehr & Peers

whose address is

601 Union Street, Suite 3525, Seattle, WA 98101

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);

City of Redmond

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.

Fehr & Peers

Consultant (Firm Name)



Jul 23, 2025

Signature (Authorized Official of Consultant)

Date

**Exhibit G-1(b) Certification of** City of Redmond

I hereby certify that I am the:

☐

☐ Other

of the City of Redmond, and the City

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 Washington State Department of Transportation 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 statutes 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.

Fehr & Peers

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

7/15/2025  
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.

Fehr & Peers

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

7/15/2025  
Date

# **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





# Draft On-Call Consultant Agreement\_2025-2027\_Fehr&Peers approved

Final Audit Report

2025-07-23

Created:	2025-07-23
By:	Jane Flynn (j.flynn@fehrandpeers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjfljPxx-CJqGioBwRG_7bIT5EL5hTIHJ

## "Draft On-Call Consultant Agreement\_2025-2027\_Fehr&Peers approved" History

-  Document created by Jane Flynn (j.flynn@fehrandpeers.com)  
2025-07-23 - 3:10:49 PM GMT - IP address: 66.249.188.10
-  Document emailed to Chris Breiland (c.breiland@fehrandpeers.com) for signature  
2025-07-23 - 3:15:06 PM GMT
-  Email viewed by Chris Breiland (c.breiland@fehrandpeers.com)  
2025-07-23 - 3:18:37 PM GMT - IP address: 66.249.188.10
-  Document e-signed by Chris Breiland (c.breiland@fehrandpeers.com)  
Signature Date: 2025-07-23 - 3:19:19 PM GMT - Time Source: server- IP address: 66.249.188.10
-  Agreement completed.  
2025-07-23 - 3:19:19 PM GMT

## Consultant Fee Determination

Project: City of Redmond Transportation Planning and Engineering On-Call Services

Consultant : Fehr & Peers

Job Classifications	DSC	Overhead	Fee (profit)	Total hourly rate
		179.12%	27%	

Associate	\$ 76.92	\$ 137.78	\$ 20.77	\$ 235.47
Engineer/Planner	\$ 43.27	\$ 77.51	\$ 11.68	\$ 132.46
Intern	\$ 30.00	\$ 53.74	\$ 8.10	\$ 91.84
Principal	\$ 131.25	\$ 235.10	\$ 35.44	\$ 401.78
Senior Associate	\$ 84.62	\$ 151.57	\$ 22.85	\$ 259.04
Senior Engineer/Planner	\$ 65.00	\$ 116.43	\$ 17.55	\$ 198.98
Senior Engineering Technician	\$ 57.69	\$ 103.33	\$ 15.58	\$ 176.60
Sr Business Services Administrator	\$ 50.48	\$ 90.42	\$ 13.63	\$ 154.53

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

THIS AGREEMENT is entered into on September 1, 2025 between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

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

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

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

5. Extra Work.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

CONSULTANT:

  
By: Kyle Campbell  
Title: Operations Manager

CITY OF REDMOND:

Angela Birney, Mayor  
DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

## Exhibit A - Scope of Work

## IFB 10873-25

### On-Call Traffic Data Gathering and Analysis

#### Attachment A - Scope of Work

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##### 1. General Requirements

###### A. Summary of Scope

The City of Redmond requires a Vendor capable of conducting and completing vehicle, pedestrian and bicycle counts and studies at mid-block, signalized or non-signalized intersection, trailhead and any other location identified by the City. The Vendor will have the ability to conduct data collection at a minimum of ten (10) bi-directional locations simultaneously within a one (1) week period, and deliver complete accurate reports in an electronic format to the City.

The data to be collected is defined by task type and reporting formats to be delivered within the schedule as identified in the Data Collection / Performance Requirements section. All work will conform to the FHWA Traffic Monitoring Guide ([www.fhwa.dot.gov/policyinformation/tmguide/](http://www.fhwa.dot.gov/policyinformation/tmguide/)).

The Vendor shall furnish all labor, material, tools, equipment, supplies, vehicles and trained personnel/supervisors for on-call services within the response time required by the work order schedule.

Work volume over a two-year period is estimated to be 200 turning movement counts, 250 mid-block volume counts and 100 speed studies. All work is non-exclusive, and on an on-call basis with no guarantee of minimum volume.

###### B. Key Personnel

The Vendor shall assign a primary contact to be identified in the Bid Pricing Submittal Sheet to direct the work assigned by the City. Any changes in the indicated primary contact shall be subject to review and approval by the City.

The City will assign a primary point of contact upon contract agreement. The City point of contact will coordinate directly with the Vendor's primary contact in terms of providing work orders, handling scheduling issues, receiving and acceptable deliverables, and approving payment of invoices.

##### 2. Data Collection / Performance Requirements

###### A. Work Orders and Schedule

The City will provide written work orders in PDF format via e-mail (see Sample Work Order, Attachment D). Each work order shall have a designated and unique



task number, which will be used in all subsequent correspondence and billing. The Vendor shall provide written confirmation of all orders via email within 24 hours of receipt excluding weekends and City holidays.

The Vendor shall complete all assigned work orders according to the follow schedule:

1) Definition

A completed work order shall be interpreted as completion of all data collection, quality assurance and delivery of final product to the City. Working days shall be interpreted as Monday through Sunday, except for City holidays. The majority of data collection will occur mid-week (Tuesday to Thursday) except for seven (7) day collections and occasional event-related studies.

2) Small Work Orders

Work orders within one (1) to three (3) task locations will be completed within ten (10) working days.

3) Large Work Orders

- a. Work orders within four (4) to ten (10) task locations will be completed within fifteen (15) working days.
- b. Work orders within eleven (11) to twenty (20) task locations will be completed within thirty (30) working days.
- c. Work orders within twenty-one (21) to thirty (30) task locations will be completed within forty-five (45) working days.
- d. Work orders in excess of thirty (30) task locations will be pro-rated based on the above schedule. For example, the Vendor shall be provided sixty (60) working days to complete a work order having thirty-five (35) task locations.

4) Weather

- a. Large work orders, such as City-wide turning movement counts that occur on odd years or mid-block counts that occur on even years, will generally be assigned during the spring or fall. Small work orders will generally occur in spring, summer or fall, but can be assigned at any time of the year.
- b. The Vendor shall notify the City in the event of inclement weather that will impact the quality of the count. The City shall coordinate with the Vendor to adjust the schedule appropriately for completion of work.

5) Other Delays

The Vendor shall notify the City immediately in the event of delays that are beyond the control of the Vendor (for example, unforeseen road closures or detours). The City shall coordinate with the Vendor to adjust the schedule appropriately for completion of work.





6) Holidays

Work orders will generally avoid count collection near holidays.

B. Tasks

The section details the work to be completed by the Vendor and the associated responsibilities of the Vendor to the City for each task. Refer to Sample Raw Data Files and Summary Reports in Appendix 1 for examples of data deliverables. The City shall provide templates for each data product to ensure consistency.

Tasks may include, but are not limited to the following activities. Miscellaneous counts or studies (for example, failure-to-yield studies) may also be ordered, with fees to be negotiated at the time of task order.

1) Two (2) Hour Turning Movement Count

The Vendor shall collect and summarize two (2) hours of fifteen (15) minute increment turning movement counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals, 15-minute totals in all directions, rolling one hour totals, percentage of heavy vehicles, and the peak hour factor.

2) Eight (8) Hour Turning Movement Count

The Vendor shall collect and summarize eight (8) hours of fifteen (15) minute increment turning movement counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals, 15-minute totals in all directions, rolling one hour totals, percentage of heavy vehicles, and the peak hour factor.

3) Three (3) Consecutive Days of Mid-Block Volume Count

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

4) Seven (7) Consecutive Days of Mid-Block Volume Count

The Vendor shall collect and summarize seven (7) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts



from Monday to Sunday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week (Tuesday, Wednesday and Thursday) averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

5) Three (3) Consecutive Days of Mid-Block Volume Count with Vehicle Classification

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

The Vendor shall also provide a vehicle classification report summary based on the FHWA Vehicle Classification scheme. Classification total volumes and average volumes shall be provided for the thirteen (13) classes by one-hour bins, by day and by the entire collection period.

6) Speed and Volume Study

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts and speeds during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day and calculate speeds. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times. Summary speed range data shall be summarized by speed range in accordance with FHWA guidelines and include daily, total and average percentile speed summaries and speed statistics.

7) Two (2) Hour Pedestrian/Bicycle Count

The Vendor shall collect and summarize two (2) hours of fifteen (15) minute increment volume counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals and 15-minute totals in all directions.



8) Twelve (12) Hour Pedestrian/Bicycle Count

The Vendor shall collect and summarize twelve (12) hours of fifteen (15) minute increment volume counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals and 15-minute totals in all directions.

9) Two (2) Hour Vehicle Gap Size Study

The Vendor shall collect and summarize the size and number of gaps in vehicular traffic stream for each direction of traffic based on two (2) hours of data collection on any specific day(s) and time period(s) at intersection or crossing location(s) as identified for the given work order. This task may be performed in conjunction with a turning movement count task in order to determine the critical gap; otherwise, the critical gap time will be provided as part of the work order. Raw counts of adequate gaps will be provided over the 2-hour period and summary data providing totals shall be provided for each direction of traffic.

10) Eight (8) Hour Origin-Destination Study

The Vendor shall use video cameras at one origin location and up to eight destination locations to collect vehicle license plate, location, direction, time and vehicle type data at each location during an eight (8) hour period on a specific day as identified for the given work order.

Raw and summary data shall be provided to include the total number of vehicles, heavy vehicles and license plates collected in one-hour bins for each direction of travel. Data will be processed for each vehicle to determine if, where and when the same vehicle appeared at a destination location. If a vehicle appeared at a destination location, the travel time from the origin to the destination will be calculated. Travel times will be provided for each origin-destination pair and summarized for each location based on a template provided by the City.

11) Travel Time Study

The Vendor shall collect vehicle travel time data using one the most cost-effective method (manual, distance measuring instrument or GPS) and the "floating car" driving style along a specified travel corridors from one origin location to one destination. Time will be recorded at pre-defined checkpoints defined by the City.

Data shall be collected with one (1) vehicle during an AM and PM peak period of two (2) or three (3) hours each as identified for a given work order. The Vendor shall conduct as many vehicular trips in each corridor direction as is feasible within each two (2) or three (3) hour period. Time shall be recorded to



the nearest minute that each run begins, and each time (to the nearest second) that the vehicle arrives at the next checkpoint, or the time (to the nearest second) that traffic conditions require the vehicle to stop before reaching a checkpoint. Times at each checkpoint shall be entered into a template provided by the City.

12) 24-hour Video Data

The Vendor shall use a video camera to collect twenty-four (24) hours of vehicular, pedestrian and/or bicycle traffic at one location as specified by a given work order. The Vendor shall provide the raw video data to the City.

C. Deliverables

- 1) The data collected by the Vendor will be verified by the City prior to the City's acceptance of the data.
- 2) All completed work products shall be delivered to the City's appointed primary point of contact as detailed in the contract agreement.
- 3) The data provided to the City must be submitted in an electronic format acceptable to the City, as defined below. The City will include the appropriate location identifiers, collection types and deliverables required with each work order.
  - a. All files provided will use the City's naming convention of [Location Identifier] [End Date of Collection] [Collection Type] (for example, "048S-148A 2017-05-04 VOL").
  - b. Raw collection data values will be provided in Microsoft Excel format using the format structure template provided by the City. See Sample Raw Data Files in Appendix 1.
  - c. Video feeds will be provided in DVD format in Microsoft-supported video codecs and file formats as approved by the City.
  - d. All summary reports will be provided in both PDF and Microsoft Excel formats using a similar format structure shown in the Sample Summary Reports in Appendix 1. Variation in the format structure may be permitted, subject to review and approval in writing and in advance by the City's point of contact.
  - e. Upon delivery to the City of Redmond, all data becomes the sole property of the City.

**3. Base of Measurement**

Separate fees shall be established for the twelve (12) tasks identified in the scope of work. Refer to Bid Pricing Submittal Sheet (Attachment A) for detail.

**4. Quality Assurance**

The Vendor will be notified by the City within fourteen (14) working days of the acceptance or rejection of submitted data.



A. Quality Data Collection, Equipment and Operation

- 1) The Vendor is responsible for obtaining and maintaining a City of Redmond Business License ([www.redmond.gov/35/Business/](http://www.redmond.gov/35/Business/)) for the duration of the contract.
- 2) The Vendor will obtain appropriate Right of Way (ROW) use permits ([www.redmond.gov/372/Right-of-Way-Use-Permit/](http://www.redmond.gov/372/Right-of-Way-Use-Permit/)) and submit traffic control plans for review and approval prior to setting equipment.
- 3) Installation and maintenance of cameras, road tubes, traffic collection instrumentation, test vehicles and any other associated equipment is the sole responsibility of the Vendor.
- 4) The Vendor shall test equipment for accuracy and verify that equipment placed into service are in good condition.
- 5) Road tubes, cameras and associated equipment shall be checked during collection periods to ensure that they remain in good working condition and are replaced in the event of failure.

B. Quality Data Products

- 1) The Vendor will be responsible for the professional quality, technical accuracy and completeness of all data products.
- 2) The Vendor will be responsible for correcting all errors and omissions in data products. Any data product or study deemed inaccurate or incomplete by the City will be redone at the Vendor's expense.

**5. Pricing and Payment**

The City will only pay for accurate and complete data products and studies. The City will not pay for partial or inaccurate data (See 5. Quality Assurance for more details). All data will be reviewed within fourteen (14) working days, and payments will be issued no later than 30 days after data acceptance.

Itemized invoices indicating the City-provided Task Order Number, data, and task activities will be delivered to the traffic counts coordinator as identified in each task order.



## Exhibit B - Bid Response & Pricing



## BID RESPONSE

Responding To:

**Bid/Project Number: IFB 10873-25**

**Bid/Project Title: On-Call Traffic Data Gathering and Analysis**

**Closing Date: 6/13/2025 at 10:00am PST**

Submitted By:

Name of Company Submitting Response:

Innovative Data Acquisitions, LLC (IDAX)

Printed Name of Person Submitting Response:

Kyle Campbell

Email:

kyle.campbell@idaxdata.com

Signature of Person Submitting Response:

DocuSigned by:

*Kyle Campbell*

A404C2715FE7432...

Date:

6/12/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here





# Traffic Data Gathering and Analysis

Prepared by IDAX Data Solutions





## Proposal—Redmond—Traffic Data Gathering and Analysis

To whom it may concern,

IDAX understands the importance of quality data and the effect that it has in shaping the communities around us. Since 2013, IDAX has built a reputation for providing top notch customer service, data transparency, quick study turnarounds, and doing whatever is necessary to get the job done professionally and correctly. We believe we possess everything necessary to successfully collect any and all data for the City of Redmond for this On-Call contract. These qualifications include:

### **Data Collection Experience**

Since 2013, IDAX has collected a wide range of traffic data including turning movements, pneumatic tube counts (volumes, speeds, classification, and gap), travel-time, origin-destination, ped/bike, parking, and curbside utilization data. With experienced project managers, a proprietary project management web-based application, and a large technician team based in Renton, we are optimally suited to handle each of the tasks outlined in the City of Redmond's scope.

### **Customer Service**

Customer Service, responsiveness, and professionalism are paramount in IDAX philosophy. Emails are responded to within an hour, phone calls are answered, and communication is clear and efficient. Our goal is to get the City what they need and make the experience as seamless as possible for City staff.

### **Redmond-Specific Experience**

Since entering into contract in 2014, IDAX has developed a deep familiarity with the Redmond community. Our extensive work within the right-of-way has given us valuable insight into the City's transportation network and travel patterns, allowing us to operate more efficiently. We are aware of corridors with recurring safety concerns, locations prone to equipment issues, and have built strong working relationships with City staff.

### **Responsiveness**

Depending on the number of requested locations, and given significant lead-time IDAX has the capability of deploying large scale studies, including up to a 40 TMC's and/or 50 Tube counters simultaneously. For jobs that do not require that level of volume, we can guarantee deployments within 48 hours of NTP, but generally are able to deploy within 24-hours. Upon completion of all studies, IDAX has the ability to turn completed data around within 48-hours and all jobs are invoiced immediately after data delivery.

IDAX is excited for the opportunity to submit this proposal to the City of Redmond for this On-Call Project. We believe that we have the resources, experience, equipment, and understanding to provide the City with complete, high-quality data for all of their unique project needs. On the following pages you will see our proposed costs, some brief approach and methodology information for the most common data requests from the City, as well as a few references.

If you have any questions or need any additional information on our qualifications or pricing, please feel free to contact us at any time.

Sincerely,

*Kyle Campbell*

Kyle Campbell | Operations Manager

**idax** DATA SOLUTIONS

[kyle.campbell@idaxdata.com](mailto:kyle.campbell@idaxdata.com)

(425) 213-7345

[www.idaxdata.com](http://www.idaxdata.com)

## Firm Profile

In an increasingly connected world, IDAX applies the most advanced techniques for transportation data acquisition and aggregation. We develop effective solutions for clients with existing and future mobility challenges such as traffic management, parking congestion, multimodal transportation operations, and intelligent transportation system management. We work with latent and advanced data feeds to provide customers with access to data, performance metrics, and reporting dashboards through cloud hosted solutions and applications. IDAX also works with clients, both public and private, to integrate data feeds into effective reporting solutions that help clients better understand their present and future transportation challenges.

IDAX was incorporated in 2013 and is led by a team of accomplished industry experts. Our team's experience includes an eclectic group of individuals with experience in data acquisition, engineering and planning, data science, and software development. Our goal is to apply efficient and creative solutions to cost-consciously collect and organize data that can be utilized to help solve transportation challenges. IDAX uses the latest data acquisition technologies and partners with technology leaders to acquire data and deliver it accurately, economically, and in consumable formats. When working with data, we understand each client's needs are different and will customize our approach to aggregation and integration of data based on the requirements of individual goals.



## IDAX Qualifications and Experience

IDAX employs the values of Innovation, Passion, Opportunity, and Transparency. We have worked with over 100 cities in the Western United States on similar contracts, and are dedicated to delivering high quality data and superb customer service. Our key qualifications for similar projects include:



### Flexible, Common-Sense Scoping

IDAX has years of experience scoping similar projects and has seen what works and what does not with regards to setting up and conducting studies. Our goal is to make the process as seamless and efficient as possible. We will use our expertise to help make the right decisions to ensure successful deliverables and high quality data.



### Multi-modal Video & Pneumatic Tube Collection Experience

IDAX has collected a wide range of multi-modal video observations and average daily traffic counts which include speed and classification data. With experienced project managers, a proprietary project management web based application, and a large technician team, we are optimally suited to handle large scale data collection needs.



### Travel Time/OD Collection Experience

By utilizing industry leading Bluetooth readers and GPS Probe Data sources, IDAX has the capability and experience to understand exactly how and where vehicles are navigating throughout our street networks. Depending on your data needs, IDAX will provide methods tailored to your project to help generate smarter and more effective data driven decision making.



### Traffic Safety

Partnering with safety analytics experts, IDAX has the ability to provide powerful resources to understand intersection safety in our communities. By utilizing analytics, our partners are able to determine near misses, speeding through intersections, red light running, and crash predictions.

## Turning Movement Counts (Including Pedestrians & Bicycles)

Our team has a vast amount of experience with industry-leading equipment and the proper ways to deploy it in order to accurately collect Turning Movement Counts. We only utilize the highest quality video collection units and the best reduction techniques and partners to accurately record and process the data. Our cameras lead the industry for outdoor video collection for a variety of reasons including:



- All weather-proof devices
- Long battery life (up to one week)
- Camera position (up to 21 feet, minimizes camera blockage)
- Video storage capacity
- Open format video recording for easy file transfer.

Cameras for Turning Movement Counts are deployed by field crew teams of 2 technicians, for safety and efficiency. The technicians are responsible for taking copious notes for each deployment to ensure proper collection and reduction later at the office. The technicians are also expected to note clearly at each site the date of the count, weather conditions, street names, and any observed traffic conditions that may impact the count whether at the time of deployment or breakdown.

Once the video is back at the office, IDAX determines the best method for reduction based on the type of data that is being requested as well as the estimated volumes of the intersections. Before counting, each video is reviewed to ensure that all movements are clearly visible, there is no glare, or the camera was not moved during the count. Then of course the video is stored for up to 3 months or in this case, made available to the City.



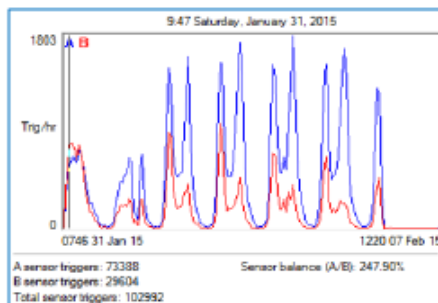
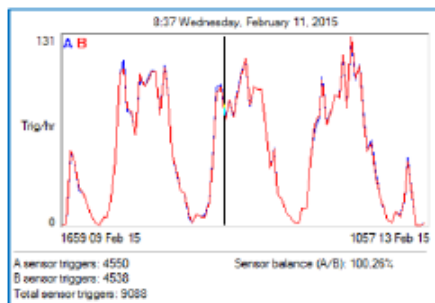
## Pneumatic Tube Counts (Volume, Class, Speed, Gap)

IDAX uses Metrocount equipment and software. The Metrocount MC5600 Portable Tube Classifier (of which IDAX currently owns over 200 units) stores every axle hit and then uses MTExecutive software to provide outputs of speed, classification, volume, and gap data. This is an incredibly reliable counter in the field and we have yet to experience any data-loss as a result of a faulty box.

What separates Metrocount from the rest of the tube count vendors is the software. MT Executive is an incredibly robust software package that not only allows for a multitude of reporting formats, but several QA/QC assurances of the tube collection prior to any final reporting.

What separates IDAX from other vendors is that we ALWAYS use 2 tubes for volume counts. Where others will use one tube then a factor to estimate volumes, IDAX classifies the vehicles in order to give a true volume. Two-tube sets also allows for Metrocount's unique in-field QC system shown in the diagram below.

Our technicians are able to download data in the field (while not interrupting the study) to determine successful collection. An example of an acceptable collection can be seen below left where both sensors are receiving the same number of hits. This is compared with a failed collection (below right) where one sensor clearly had fewer hits than the other. This could be due to a faulty sensor or water in the tubes in the case of a low count, or a slightly offset tube for a potential over-count--any of which would not be easily caught with a 1-tube layout and could result in flawed data. IDAX proudly offers to share all raw-tube data that cannot be changed in any way to show the counts were successful.



### Site Pictures for Speed Studies

IDAX realizes the importance of accurate placement of speed studies. Understanding exactly where the City would like to see the tubes is paramount, and in order to document proper placement IDAX always takes a picture of each site with a clear reference of exactly where the tubes were placed.





## Travel Time and Origin/Destination

IDAX has multiple ways to collect travel time data and origin-destination surveys. Travel time studies are conducted by capturing unique mac addresses from devices through either Bluetooth or Wi-Fi capture (IDAX has collectors for both technologies and depending on the study, will make a recommendation on the more appropriate technology). Bluetooth collectors capture unique Bluetooth identifier information from discoverable devices such as automobiles, smart phones, GPS navigation units or wireless headsets passing within range. In addition to the unique Bluetooth identifier, the units also attach a date, timestamp, signal strength, and location identifier.

Origin-destination surveys are completed using Bluetooth units and License Plate Readers (LPR). Bluetooth can capture 10% - 20% of the traffic stream. LPR captures over 80% of the traffic stream using video and can be classified by vehicle type. Data collected from multiple devices can be combined into a single project allowing the evaluation of the origin of travelers and their destination or exit points throughout a specific study area. Data collected for origin-destination studies can be filtered and reported in a variety of graphs or tables, and will continue to update as long as the project continues.



## Nighborhood Cut-Through Studies

For neighborhood Origin/Destination Cut-Through Studies, IDAX employed License Plate Readers. Due to the lower volumes in these studies, the sample method (from Bluetooth or WiFi) does not provide the level of accuracy needed. IDAX deploys high speed, high resolution, infra-red cameras in order to capture license plates at selected locations in and around a study neighborhood and then analyzes each vehicle to determine the true cut-through rate.

## Gap Studies

IDAX has two methods for gap studies. On roadway segments, tubes can be used to accurately collect directional gaps. Metrocount tube counters and software (described above) has software specifically built for gathering and reporting gaps in any increments that the client needs. We are able to therefore customize the reports to line up with either what the city has collected in the past, or any binning that is required.

Another method to collect gap information is using video to record the location and reduce that data either manually (using video timestamps) or analytically to collect the gap data. This method is used at or close to intersections where there are not consistent free-flow conditions and thus tubes are not ideal.



## Floating Vehicle Travel Time Surveys

IDAX can conduct floating car studies when more detailed information is required, such as delay time, stop time, and travel time broken out by specific segments. Our on-board hands-free GPS devices allow the technician to focus only on driving and thus ensuring safety, and eliminating the need for a second tech in the vehicle. This method also eliminates human error and gives very detailed information by capturing accurate GPS points every second.

# Quality Control and Assurance Process

## PROJECT SPECIFIC QA/QC MANAGEMENT PLAN

At IDAX, we pride ourselves in the quality of the data that we deliver. We employ numerous quality control/quality assurance measures across each of the data collection tasks that we offer. From the training of technicians to make sure that field setups are conducted to the highest specifications, to the final quality control (QC) tests on the data itself, you can be assured that each location will be collected and delivered to the highest level of accuracy possible. If any step of the process is interrupted or fails, the count will be recollected until all QC measures are met.

We have prepared this project specific QC management plan to document the personnel and procedures that will be utilized by IDAX (Consultant) throughout the collection process to ensure quality and reduce the potential for errors or omissions prior to data delivery. Quality assurance and quality control for this project (like all other IDAX projects) is a team effort and measures are in place at every team level. Tasks will be broken out by teams as follows:

## COORDINATION TEAM ROLE & RESPONSIBILITIES

- **Scheduling** - All projects are scheduled on our proprietary project management application, Kapturrit. Once all sites are scheduled for deployment, a shareable link will be sent to the client to confirm that the placement of each location is in the right location. If there is any ambiguity in the site description, IDAX will address it during this time.
- **Field supervision** - With Kapturrit, our team has the ability to understand the exact placement of our equipment and track technicians progress to ensure efficiencies are being met. Each data point entry into Kapturrit is recorded with a timestamp.
- Organization of raw data files
- **QA/QC of Field App** - Understanding the exact location that our equipment is located helps tell a story shall questions arise within the data.
- **Safety coordination** - Any challenging or difficult sites that could pose a safety risk are brought to the attention of field staff. A plan of where to park and set the equipment is established prior to going into the field.

## FIELD TEAM - SETTING, MONITORING, AND PICK UP OF FIELD HARDWARE

- **Initial QA/QC of sets** - After setting up the equipment, our field technicians verify that all movements are captured within an intersection or that sensors on the tube counters are firing appropriately before leaving each site.
- **Initial QA/QC of raw data files** - Whenever our field staff checks or picks up the data, it is downloaded instantly to ensure quality is being met. If the report comes back skewed, our equipment is reset immediately and our client is notified.
- Point of entry for Field App
- Point of contact with Processing team to note schedule and field conditions

## DATA PROCESSING TEAM ROLE & RESPONSIBILITIES

- **Ensuring the quality of the raw-data files** - Once the data is back from the field our processing team reviews the A/B charts to understand if the tubes are firing within a +/- 5% margin of error within each other.
- Processing final formats from raw-data files
- **Initial QA/QC of final reports**—ensuring that there are no gaps in the dataset, volumes are balanced throughout the duration of the study and speeds align with the study corridor
- Handoff to Final QA/QC Team

## FINAL QA/QC ROLE & RESPONSIBILITIES

- Complete the final QA/QC of all deliverable data
- Ensuring correct file naming
- Ensuring correct GPS coordinates have been collected
- Performing quality assurance checks of the data itself

# Team Overview

The IDAX team is comprised of highly qualified transportation professionals who will ensure that your experience is nothing less than excellent. We value the Integrity of our work, we hold ourselves accountable for providing high quality reporting, and we pride ourselves on open, transparent, timely communication. Our team understands that data collection is an integral part of planning for the growth of our communities and we will work closely with the City of Redmond to build a comprehensive plan so that your team will get the data you need, on time, and within budget.

## Our Communication Methodology

Customer Service, responsiveness, and professionalism are paramount in IDAX philosophy. Emails are responded to within an hour, phone calls are answered, and communication is clear and efficient. Our goal is to get the City of Redmond what they need and make the experience as seamless as possible for all staff. By tuning into our proprietary application, the City will have the ability to track our progress as we deploy and pick up locations, understanding exactly where our sets are at all times.

## Key Staff

### Kyle Campbell (Operations Manager, Coordination, Quality Control) - 55% Available

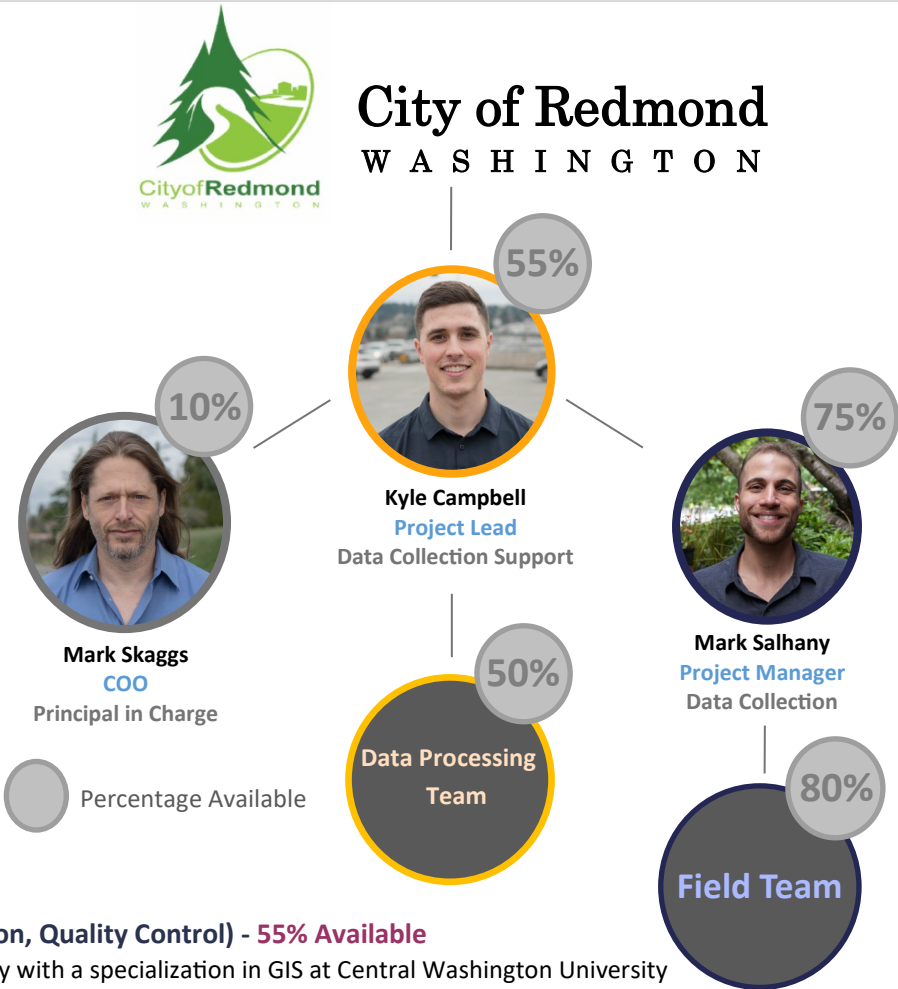
Kyle (Operations Manager) obtained a BA in Geography with a specialization in GIS at Central Washington University in 2014. His experiences in GIS have given him powerful analytical and quality control skills within the transportation industry. As a manager for 10 years at IDAX, he's been part of multiple city-wide collection and On-Call efforts throughout the western region of the United States. Including, but not limited to county-wide collection efforts in Benton-Franklin County (2016, 2018, 2020, 2024) with 700+ 3-day tube counts and Yakima Valley (2020—2025) with 200+ 7-day tube counts. He has also been managing On-Call contracts and services with the City of Redmond, Seattle, Bellevue, Mercer Island, SeaTac and Covington since 2015. Kyle's industry experience and knowledge ensures that the City will be getting the best customer service and data quality possible.

### Mark Salhany (Project Manager, Coordination, Data Processing, Quality Control) - 75% Available

Mark (Project Manager) joined IDAX in 2021 and over the last 4 years has quickly taken up multiple roles and responsibility in managing traffic data collection projects. He has successfully completed countless large-scale deployments across the northwest including the Benton-Franklin Council of Governments (2024) - 721 3-day tube counts, City of Redmond (2024) - 174 3-day tube counts and 20 AM/PM Peak Hour Turning movement Counts, and Seattle Dept. of Transportations Safe Routes to School program, collecting 7-Day Speed and Volumes at 160 locations throughout Seattle. Alongside Kyle, he has been working closely with Redmond, Seattle, Bellevue, Mercer Island, SeaTac, and Covington as a Project Coordinator in 2023 and now as a Project Manager in 2025. Mark focuses on company efficiencies while delivering the best possible client services. He will continue to use his analytical skills to bring accurate and comprehensive data forth to the City.

### Mark Skaggs (Quality Control) - 10% Available

Over the past 28 years, Mark (COO) has established excellent rapport and strong relationships with clients ranging from cities, counties, private companies, and real estate developers across the western region of the United States. Mark has personally conducted and managed countless ADT counts, speed studies, turning movement counts, as well as travel time studies, parking studies, and origin-destination studies. Mark uses a variety of methodologies, and utilizes the latest technologies to conduct efficient studies best suited to the unique needs of each client. As a project manager, Mark has supervised thousands of projects involving ten or more locations. His diverse project experience, attention to detail, and his perspective on best practices gained from working in the field allow Mark to conduct studies efficiently, while maintaining a high level of customer service.



## In Conclusion

To whom it may concern,

We would like to thank you for the opportunity to propose on the 2025 Traffic Data Gathering and Analysis Contract. We feel that we have the team, the equipment, and the experience to meet any and all of the City's data collection needs. We have valued our relationship with the City since our inception and we appreciate the opportunities that we have had to work with you. We hope to continue to be a preferred provider to the City of Redmond.

If there is anything else that you would like to see or discuss, please feel free to reach out at any time.

Sincerely,

*Kyle Campbell*

# IFB 10873-25

## On-Call Traffic Data Gathering and Analysis

### Attachment C - Bid Pricing Submittal Sheet

Company Name: Innovative Data Acquisitions, LLC (IDAX) Contact Person: Kyle Campbell

Company Address: 1305 N 30th St

City: Renton, State: WA, Zip: 98056

Phone #: (425) 213-7345 Fax #: ( ) Email: kyle.campbell@idaxdata.com

We offer this submittal in response to the City's Invitation for Bid. The unit prices provided below are fully-burdened, including direct labor cost, overhead, profit, and any materials. Refer to the Scope of Work (Attachment C) for a description of each item and formats required.

Item	Description	Unit	Estimated Quantity	Price Per Unit	Lump Sum Price
1	Two (2) hour turning movement counts	Each	200	\$ 125	\$ 25,000
2	Eight (8) hour turning movement counts	Each	25	\$ 405	\$ 10,125
3	Three (3) consecutive days of mid-block volume counts	Each	200	\$ 125	\$ 25,000
4	Seven (7) consecutive days of mid-block volume count	Each	50	\$ 270	\$ 13,500
5	Three (3) consecutive days of mid-block volume count with vehicle classification	Each	50	\$ 155	\$ 7,750
6	Speed and volume study	Each	20	\$ 155	\$ 3,100
7	Two (2) hour pedestrian/bicycle count	Each	24	\$ 77.5	\$ 1,860





8	Twelve (12) hour pedestrian/bicycle count	Each	40	\$ 380	\$ 15,200
9	Two (2) hour vehicle gap size study	Each	5	\$ 130	\$ 650
10	Eight (8) hour origination/destination study	Each	5	\$ 955	\$ 4,775
11	Travel time study	Each	10	\$ 350	\$ 3,500
12	24-hour video	Each	2	\$ 480	\$ 960
Subtotal					\$ 111,420
Sales Tax (10.3%)					\$ 11,476.26
Total Bid					\$ 122,896.26

### References:

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. Chang Liu, City of Redmond, cliu@redmond.gov, (425) 556-2877

On-Call Traffic Data Collection since 2014. IDAX has collected over 1,000 ADT Classification/Speed counts, over 900

Peak hour intersection TMCs and Pedestrian Bicycle counts, and over 50 travel time routes throughout the City

2. John Murphy, City of Bellevue, jmurphy@bellevuewa.gov, (425) 452-6967

On-Call Traffic Data Collection since 2013. IDAX has collected over 1000 ADT and Speed Counts,

over 500 peak hour intervals of TMCs

3. James Le, SDOT, james.le@seattle.gov, (206) 379-4872

On-Call Traffic Data Collection since 2013. IDAX has collected over 1000 ADT and Speed counts, over 1600

peak hour intervals of vehicle TMCs and Pedestrian/Bicycle Counts



City of Redmond Business License #: RED00056604 or \_\_\_\_ I/we agree to obtain upon award of this purchase.

Washington State Contractor's License Number: \_\_\_\_\_

Washington Unified Business Identifier (UBI): 603-311-262  
(<http://bls.dor.wa.gov/file.aspx>)

Employment Security Dept. Number: 486421-009

State Excise Tax Registration Number: 603-311-262  
(<http://bls.dor.wa.gov/taxregistration.aspx>)

Industrial Insurance Coverage: 381-381-02  
(<http://bls.dor.wa.gov/industrialinsurance.aspx>)

The bidder certifies that it is not disqualified/barred from working on any public works programs: Yes - KC  
(<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>)

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the \_\_\_\_\_ foregoing \_\_\_\_\_ is \_\_\_\_\_ true \_\_\_\_\_ and \_\_\_\_\_ correct:  
Yes - KC

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **either**:

- (a) complete training on public works and prevailing wages **OR**
- (b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:  
Yes - KC  
(<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>)

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.



Authorized Agent:  Date: 6/12/2025



## Certificate Of Completion

Envelope Id: 2E1EB04B-D0CA-4E4A-9661-CD29DD3753ED

Status: Completed

Subject: IFB 10873-25 On-Call Traffic Data Gathering and Analysis, Closing Date June 13 2025 @ 10am PST

Source Envelope:

Document Pages: 13

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

DocuSign Purchasing

AutoNav: Enabled

15670 Ne 85th St

Envelopeld Stamping: Enabled

Redmond, WA 98052

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

docusignpurchasing@redmond.gov

IP Address: 67.161.92.235

## Record Tracking

Status: Original

Holder: DocuSign Purchasing

Location: DocuSign

6/12/2025 1:56:40 PM

docusignpurchasing@redmond.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Redmond, WA

Location: Docusign

## Signer Events

Kyle Campbell

kyle.campbell@idaxdata.com

Operations Manager

Innovative Data Acquisitions,LLC (IDAX)

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

*Kyle Campbell*

A404C2715FE7432...

Signature Adoption: Pre-selected Style

Using IP Address: 67.161.92.235

## Timestamp

Sent: 6/12/2025 1:56:42 PM

Viewed: 6/12/2025 1:57:06 PM

Signed: 6/12/2025 2:06:22 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Secure Bids

SecureBids@Redmond.gov

Security Level: Email, Account Authentication (None)

**Completed**

Using IP Address: 204.152.61.20

Sent: 6/12/2025 2:06:24 PM

Viewed: 6/13/2025 10:03:41 AM

Signed: 6/13/2025 10:03:46 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## 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

Envelope Sent

Hashed/Encrypted

6/12/2025 1:56:42 PM

Certified Delivered

Security Checked

6/13/2025 10:03:41 AM

Signing Complete

Security Checked

6/13/2025 10:03:46 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	6/13/2025 10:03:46 AM
Payment Events	Status	Timestamps

## Exhibit C - Option for Renewal

## **On-Call Traffic Data Gathering and Analysis**

### **Exhibit C - Option for Renewal**

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The City intends to enter into an initial two-year agreement, with one (1) optional two-year renewal term, for a potential maximum total term of four (4) years, provided that 1) Consultant is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City, and 3) that sufficient funds have been appropriated by the City. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed annual labor rate adjustment. If rate increases are greater than the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Seattle-Tacoma-Bellevue area occurring during the immediately preceding 12-month period for which CPI-W data is available, Consultant shall provide written justification for the increase. Justification must include reasons beyond personnel title changes, promotions, etc. and shall include what additional value will be provided with the rate increase. Acceptance of such a request will be at the sole discretion of the City.

Exhibit D - Certificate of Liability Insurance



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<b>PROJECT TITLE</b>          	<b>EXHIBITS</b> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i>          
<b>CONTRACTOR</b>          	<b>CITY OF REDMOND PROJECT ADMINISTRATOR</b> <i>(Name, address, phone #)</i>  City of Redmond          
<b>CONTRACTOR'S CONTACT INFORMATION</b> <i>(Name, address, phone #)</i>          	<b>BUDGET OR FUNDING SOURCE</b>          
<b>CONTRACT COMPLETION DATE</b>          	<b>MAXIMUM AMOUNT PAYABLE</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 & Option for Renewal
<del>Exhibit B</del>	<del>DBE Participation</del>
<del>Exhibit C</del>	<del>Preparation and Delivery of Electronic Engineering and Other Data</del>
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
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:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			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.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in 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.

See Exhibit A-1 and Exhibit A-2, attached.



# **Exhibit A-1**

## **On-Call Transportation Planning & Engineering Services**

### **Scope of Work**

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#### **Background**

Redmond maintains a roster of on-call consultants who are tasked with providing a diverse range of transportation planning and engineering services. These tasks are generally in support of larger capital and planning project efforts or may fill one-time planning or engineering needs. Tasks that have been performed under previous on-call agreements have included, but were not limited to, transportation project cost estimation and preliminary engineering, bicycle facility design, transit speed and reliability studies, traffic modeling, engineering reviews, intersection operations analysis, mobility planning studies, and targeted community outreach.

#### **Project Funding**

Funding for on-call services comes from the City of Redmond operating budget or capital improvement projects. It is not expected that that federal or state grants would be included among the funding sources.

### **Scope of Work**

The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that the CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called or in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community. The specific on-call services to be provided are described as follows:

#### **Consultant Scope**

The CONSULTANT/CONTRACTOR shall have the qualifications and availability to provide all labor, materials, equipment and supplies to perform on-call professional transportation planning and engineering services on a task order basis for various projects.

The CONSULTANT/CONTRACTOR shall be able to prepare quality reports, design memoranda, visual communication and online materials, and/or technical memoranda in a timely manner. They shall also be readily available to respond to City staff inquiries on work products, attend and assist at meetings and coordinate with other service providers as needed.

Tasks fall into specific categories and may include, but are not limited to the following:

#### ***Bicycle Facilities Design & Analysis***



- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

### ***Traffic Engineering Studies***

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

### ***Traffic Modeling and Data Analysis***

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures
- Provide data analysis and visualization using a variety of data sources to analyze, evaluate, and communicate project/program outcomes

### ***Transit Planning & Design***

- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit-oriented development and mobility hub planning

### ***Transportation Planning & Engineering***

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.
- Assist City staff in planning studies for implementation of strategies in the Safer Streets Action Plan and Transportation Master Plan



## Task Order Administration:

### A. Period of Performance and Contract Value

This Consultant Agreement shall remain in effect until August 31st, 2027. Any work authorized by task order before August 31st, 2027, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31st, 2027. At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however, there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

### B. Consultant Resources and Time

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/CONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

### C. Task Order Process

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope, and preliminary schedule.
2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **On-Call Transportation Planning & Engineering Services**

## **Exhibit A-2 - Option for Renewal**

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The City intends to enter into an initial two-year agreement, with one (1) optional two-year renewal term, for a potential maximum total term of four (4) years, provided that 1) Consultant is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City, and 3) that sufficient funds have been appropriated by the City. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed annual labor rate adjustment. If rate increases are greater than the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Seattle-Tacoma-Bellevue area occurring during the immediately preceding 12-month period for which CPI-W data is available, Consultant shall provide written justification for the increase. Justification must include reasons beyond personnel title changes, promotions, etc. and shall include what additional value will be provided with the rate increase. Acceptance of such a request will be at the sole discretion of the City.



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

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## ***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.

## ***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:

☐

☐ 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 statutes 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 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

**Exhibit D-2**  
**Hourly Rate of Pay**  
**Parametrix Rate Schedule**

Parametrix submitted the following rates to WSDOT for review; final approval is pending and rates are subject to modification based on input from WSDOT.

Position Classification	Not to Exceed			Max Rate Per Hour
	Direct Salary Rate	ICR 174.43%	Profit 30.00%	
Admin Assistant	\$27.02	47.13	8.11	82.26
Business Mgr	\$70.36	122.73	21.11	214.20
CADD Operator II	\$32.49	56.67	9.75	98.91
CADD Operator III	\$37.35	65.15	11.21	113.70
Chief Operating Officer	\$177.88	310.28	53.36	541.52
Construction Manager I	\$66.11	115.32	19.83	201.26
Construction Manager II	\$69.71	121.60	20.91	212.22
Cultural Resources Specialist I	\$39.14	68.27	11.74	119.15
Cultural Resources Specialist II	\$36.75	64.10	11.03	111.88
Cultural Resources Specialist III	\$44.14	76.99	13.24	134.38
Cultural Resources Specialist IV	\$54.33	94.77	16.30	165.40
Designer I	\$31.99	55.80	9.60	97.39
Designer II	\$44.07	76.87	13.22	134.16
Designer III	\$51.23	89.36	15.37	155.96
Designer IV	\$64.27	112.11	19.28	195.66
Director of Project Delivery	\$115.85	202.08	34.76	352.68
Dir. of Risk Management	\$133.81	233.40	40.14	407.36
Electrical Designer II	\$45.45	79.28	13.64	138.36
Electrical Designer III	\$55.08	96.08	16.52	167.68
Electrical Designer IV	\$59.19	103.25	17.76	180.19
Electrical Engineer I	\$40.19	70.10	12.06	122.35
Engineer I	\$44.71	77.99	13.41	136.11
Engineer II	\$47.63	83.08	14.29	145.00
Engineer III	\$56.25	98.12	16.88	171.24
Engineer IV	\$63.32	110.45	19.00	192.77
Environmental Tech III	\$40.00	69.77	12.00	121.77
EP&C Division Manager	\$87.12	151.96	26.14	265.22
Finance/Accounting Supervisor	\$56.71	98.92	17.01	172.64
GIS Analyst	\$39.27	68.50	11.78	119.55
GIS Technician	\$37.50	65.41	11.25	114.16
Hydrogeologist I	\$39.49	68.88	11.85	120.22
Hydrogeologist III	\$50.48	88.05	15.14	153.68
Hydrogeologist IV	\$52.51	91.59	15.75	159.86
Inspector	\$48.50	84.60	14.55	147.65
Jr Engineer	\$28.00	48.84	8.40	85.24
Jr Planner	\$27.00	47.10	8.10	82.20
Marketing Assistant	\$37.46	65.34	11.24	114.04
Marketing Coordinator	\$31.44	54.84	9.43	95.71
Office Administrator	\$36.91	64.38	11.07	112.37
Operations Manager	\$114.19	199.18	34.26	347.63
Owner's Representative	\$104.76	182.73	31.43	318.92
Planner I	\$40.87	71.29	12.26	124.42
Planner II	\$44.47	77.57	13.34	135.38
Planner III	\$54.00	94.19	16.20	164.39
Planner IV	\$62.50	109.02	18.75	190.27
Principal Consultant	\$154.50	269.49	46.35	470.34
Programmer II	\$32.80	57.21	9.84	99.85
Project Accountant	\$35.49	61.91	10.65	108.04
Project Controls Specialist	\$49.24	85.89	14.77	149.90
Project Coordinator	\$39.52	68.93	11.86	120.31

Parametrix submitted the following rates to WSDOT for review; final approval is pending and rates are subject to modification based on input from WSDOT.

Position Classification	Not to Exceed			
	Direct Salary Rate	ICR 174.43%	Profit 30.00%	Max Rate Per Hour
Publications Specialist II	\$41.00	71.52	12.30	124.82
Publications Supervisor	\$55.00	95.94	16.50	167.44
Regional Division Manager	\$118.97	207.52	35.69	362.18
Scientist I	\$38.46	67.09	11.54	117.08
Scientist II	\$54.49	95.05	16.35	165.88
Scientist III	\$54.75	95.50	16.43	166.68
Scientist IV	\$53.82	93.88	16.15	163.84
Software Engineer	\$60.50	105.53	18.15	184.18
Sr Admin Assistant	\$35.17	61.35	10.55	107.07
Sr Communications Specialist	\$48.19	84.06	14.46	146.70
Sr Construction Mgr	\$93.05	162.31	27.92	283.27
Sr Consultant	\$135.20	235.83	40.56	411.59
Sr Contracts Administrator	\$62.39	108.83	18.72	189.93
Sr Cultural Resources Specialist	\$90.00	156.99	27.00	273.99
Sr Designer	\$93.00	162.22	27.90	283.12
Sr Electrical Designer	\$79.56	138.78	23.87	242.20
Sr Electrical Engineer	\$95.66	166.86	28.70	291.22
Sr Engineer	\$90.31	157.53	27.09	274.93
Sr GIS Analyst	\$53.51	93.34	16.05	162.90
Sr Graphic Designer	\$55.77	97.28	16.73	169.78
Sr Hydrogeologist	\$82.11	143.22	24.63	249.97
Sr Marketing Coordinator	\$43.27	75.48	12.98	131.73
Sr Planner	\$88.34	154.09	26.50	268.93
Sr Project Accountant	\$49.65	86.60	14.90	151.15
Sr Project Controls Specialist	\$55.10	96.11	16.53	167.74
Sr Project Coordinator	\$39.90	69.60	11.97	121.47
Sr Scientist	\$79.33	138.38	23.80	241.50
Sr Surveyor	\$68.43	119.36	20.53	208.32
Sr Systems Administrator	\$73.01	127.35	21.90	222.26
Sr Technical Editor	\$57.20	99.77	17.16	174.13
Sr Vice President	\$164.78	287.43	49.43	501.64
Surveying Supervisor	\$83.15	145.04	24.95	253.13
Surveyor I	\$30.50	53.20	9.15	92.85
Surveyor II	\$43.57	76.00	13.07	132.64
Surveyor III	\$50.00	87.22	15.00	152.22
Technical Editor	\$41.25	71.95	12.38	125.58
Technical Lead	\$46.81	81.65	14.04	142.50
Vice President	\$145.13	253.15	43.54	441.82
Water Solutions Div Mgr	\$103.68	180.85	31.10	315.63

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit D-2 without prior written consent of the City.

# Consultant Agreement for Architectural and Engineering [Non-Public Work]

<p><b>PROJECT TITLE</b> Transportation Planning &amp; Engineering On-Call Services</p>	<p><b>EXHIBITS</b> (List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.) Exhibit A - Scope of Work &amp; Option for Renewal Exhibit D - Prime Consultant Cost Computations Exhibit E - Sub-consultant Cost Computations Exhibit F - Title VI Assurances Exhibit G - Certification Documents Exhibit I - Alleged Consultant Design Error Procedures Exhibit J - Consultant Claim Procedures</p>
<p><b>CONTRACTOR</b> Psomas</p>	<p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b> (Name, address, phone #)  City of Redmond Francesca Liburdy, Senior Transportation Planner Redmond City Hall 15670 NE 85th Street Redmond, WA 98052 (425) 556-2476</p>
<p><b>CONTRACTOR'S CONTACT INFORMATION</b> (Name, address, phone #) Kelsey Anderson 3131 Elliott Avenue, Suite 400 Seattle, WA 98121 (206) 267-1045</p>	<p><b>BUDGET OR FUNDING SOURCE</b> General Fund Budget Account 100.80900.00410.54313</p>
<p><b>CONTRACT COMPLETION DATE</b> August 31, 2027</p>	<p><b>MAXIMUM AMOUNT PAYABLE</b> \$200,000</p>

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): <b>Psomas</b>		
Address <b>3131 Elliott Avenue, Suite 400, Seattle, WA 98121</b>		Federal Aid Number
UBI Number <b>604-635-123</b>		Federal TIN <b>95-2863554</b>
Execution Date <b>September 1, 2025</b>		Completion Date <b>August 31, 2027</b>
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title <b>Transportation Planning &amp; Engineering On-Call Services</b>		
Description of Work  This project will be a non-exclusive continuing services contract to assist the City of Redmond with general planning and engineering-related services. Work will be conducted through task orders for specific project items.		
<input type="checkbox"/> Yes  <input type="checkbox"/> Yes  <input type="checkbox"/> Yes  <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: <b>\$200,000.00</b>

## Index of Exhibits

Exhibit A	Scope of Work & Option for Renewal
<del>Exhibit B</del>	<del>DBE Participation</del>
<del>Exhibit C</del>	<del>Preparation and Delivery of Electronic Engineering and Other Data</del>
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
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 City of Redmond, 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:		If to CONSULTANT:	
Name:	Francesca Liburdy	Name:	Nandez Miller
Agency:	City of Redmond	Agency:	Psomas
Address:	15670 NE 85th St, MS: 4SPL	Address:	3131 Elliott Avenue, Suite 400
City:	Redmond	City:	Seattle
State:	WA	State:	WA
Zip:	98052	Zip:	98121
Email:	fliburdy@redmond.gov	Email:	Nandez.Miller@Psomas.com
Phone:	425-556-2476	Phone:	206-267-1043
Facsimile:	NA	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.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Francesca Liburdy  
Agency: City of Redmond  
Address: PO Box 97010  
City: Redmond State: WA Zip: 98052  
Email: fliburdy@redmond.gov  
Phone: (425) 556-2476  
Facsimile: NA

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in 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

06/27/25  
\_\_\_\_\_  
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.

See Exhibit A-1 and Exhibit A-2, attached.

# **Exhibit A-1**

## **On-Call Transportation Planning & Engineering Services**

### **Scope of Work**

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#### **Background**

Redmond maintains a roster of on-call consultants who are tasked with providing a diverse range of transportation planning and engineering services. These tasks are generally in support of larger capital and planning project efforts or may fill one-time planning or engineering needs. Tasks that have been performed under previous on-call agreements have included, but were not limited to, transportation project cost estimation and preliminary engineering, bicycle facility design, transit speed and reliability studies, traffic modeling, engineering reviews, intersection operations analysis, mobility planning studies, and targeted community outreach.

#### **Project Funding**

Funding for on-call services comes from the City of Redmond operating budget or capital improvement projects. It is not expected that that federal or state grants would be included among the funding sources.

### **Scope of Work**

The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that the CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called or in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community. The specific on-call services to be provided are described as follows:

#### **Consultant Scope**

The CONSULTANT/CONTRACTOR shall have the qualifications and availability to provide all labor, materials, equipment and supplies to perform on-call professional transportation planning and engineering services on a task order basis for various projects.

The CONSULTANT/CONTRACTOR shall be able to prepare quality reports, design memoranda, visual communication and online materials, and/or technical memoranda in a timely manner. They shall also be readily available to respond to City staff inquiries on work products, attend and assist at meetings and coordinate with other service providers as needed.

Tasks fall into specific categories and may include, but are not limited to the following:

#### ***Bicycle Facilities Design & Analysis***



- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

### ***Traffic Engineering Studies***

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

### ***Traffic Modeling and Data Analysis***

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures
- Provide data analysis and visualization using a variety of data sources to analyze, evaluate, and communicate project/program outcomes

### ***Transit Planning & Design***

- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit-oriented development and mobility hub planning

### ***Transportation Planning & Engineering***

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.
- Assist City staff in planning studies for implementation of strategies in the Safer Streets Action Plan and Transportation Master Plan



## Task Order Administration:

### A. Period of Performance and Contract Value

This Consultant Agreement shall remain in effect until August 31st, 2027. Any work authorized by task order before August 31st, 2027, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31st, 2027. At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however, there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

### B. Consultant Resources and Time

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/CONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

### C. Task Order Process

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope, and preliminary schedule.
2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



## **On-Call Transportation Planning & Engineering Services**

### **Exhibit A-2 - Option for Renewal**

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The City intends to enter into an initial two-year agreement, with one (1) optional two-year renewal term, for a potential maximum total term of four (4) years, provided that 1) Consultant is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City, and 3) that sufficient funds have been appropriated by the City. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed annual labor rate adjustment. If rate increases are greater than the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Seattle-Tacoma-Bellevue area occurring during the immediately preceding 12-month period for which CPI-W data is available, Consultant shall provide written justification for the increase. Justification must include reasons beyond personnel title changes, promotions, etc. and shall include what additional value will be provided with the rate increase. Acceptance of such a request will be at the sole discretion of the City.



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

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See Exhibit D, attached.



Exhibit D

Psomas  
Summary of Negotiated Costs  
Effective January 1, 2025 through December 31, 2025

Classification	2025 Inclusive Rate (Rounded to \$1)
Principal	305
Engineering Manager I	240
Engineering Manager II	276
Asst. Engineering Manager	227
Senior Engineer I	207
Senior Engineer II	217
Project Engineer I	175
Project Engineer II	198
Design Engineer I	140
Design Engineer II	148
Design Engineer III	159
Engineering Technician	120
Technician	107
Engineering Assistant	96
Senior Project Manager Survey	263
Survey Crew I (w/Equip)	224
Survey Crew II (w/Equip)	284
Field Surveyor I	108
Field Surveyor II	141
Field Surveyor III	159
Project Surveyor I	162
Project Surveyor II	181
Surveyor I	98
Surveyor II	135
Surveyor III	150
Urban Design Manager	232
Senior Landscape Architect I	191
Senior Landscape Architect II	211
Project Landscape Architect I	164
Project Landscape Architect II	175
Landscape Designer I	111
Landscape Designer II	122
Landscape Designer III	140
Landscape Assistant	94
Senior Transportation Planner	214
Transportation Planner	129
Environmental Manager	240
Senior Environmental Planner I	191
Senior Environmental Planner II	257
Managing Biologist I	191
Managing Biologist II	213
Managing Biologist III	241
Senior Archaeologist	177
GIS Manager	168
Senior Biologist I	143
Senior Biologist II	165
Word Processor	124
Biologist I	83
Biologist II	111
Biologist III	134
Environmental Planner	165
Editor	95
GIS Tech	92
Cultural Resource Specialist	86
Senior Construction Manager	271
Construction Manager	207
Senior Resident Engineer	195
Resident Engineer	162
Assistant Resident Engineer	143
Senior Construction Observer	201
Construction Observer I	119
Construction Observer II	134
Construction Observer III	149
Construction Technician	101
Document Control Specialist I	121
Document Control Specialist II	142
Document Control Specialist III	160
Document Control Admin	109
Construction Assistant	95
CAD Manager	189
Senior CAD Technician	146
CAD Technician	131
Business Manager	186
Senior Admin	148
Office Admin	116
Office Assistant	103
Subs billed at cost plus 5%.	
Reimbursables billed at actual costs.	
Mileage billed at the current approved IRS mileage rate.	

## ***Exhibit E***

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

---

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

N/A

## ***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 City of Redmond
- 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  
Psomas

whose address is

3131 Elliott Avenue, Suite 400, Seattle, WA 98121

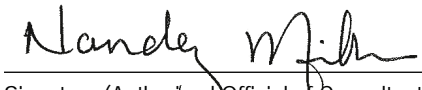
and that neither the above firm nor I have

- 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 City of Redmond  
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.

Psomas

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

06/27/25

Date

**Exhibit G-1(b) Certification of** City of Redmond

I hereby certify that I am the:

☐

☐ Other

of the City of Redmond, and Psomas

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 Washington State Department of Transportation 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 statutes 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.

Psomas

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

06/27/25

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 required 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.

**Psomas**

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

**06/27/25**

Date

# **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:** 8/4/2025  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-112  
**Type:** Consent Item

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

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

**DEPARTMENT STAFF:**

Planning and Community Development	Brooke Buckingham	Human Services Manager
Planning and Community Development	Seraphie Allen	Deputy Director

**TITLE:**

Approval of an Agreement to Administer Homeless Outreach Software in Partnership with City of Kirkland and City of Bellevue

**OVERVIEW STATEMENT:**

The City's homeless outreach team tracks client data and activities related to their work, using software platform called Apricot. The Council authorized the Mayor to sign draft agreement at its June 2, 2025 meeting. The City of Bellevue has requested changes to the agreement to address use of data. Staff is requesting approval of the revised agreement.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Human Services Strategic Plan, Comprehensive Plan
- **Required:**  
Interjurisdictional agreements require Council approval.
- **Council Request:**  
N/A
- **Other Key Facts:**  
Signing this MOU allows the City to formalize the partnership and invoice Bellevue and Kirkland for use of Apricot.

**OUTCOMES:**

Cross-jurisdictional partnerships and collaboration benefit the clients we serve. This opportunity allows us to case-conference and coordinate efforts with potential shared clients. Secondary benefits include cost savings to the City, as Bellevue and Kirkland would provide proportionate contribution toward annual fees.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

The average annual cost is currently \$17,091.

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

**Budget Offer Number:**

0000307 - Housing & Human Services

0000294 - Technology Solutions

**Budget Priority:**

Vibrant and Connected

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

***If yes, explain:***

Staff cost to administer and monitor software for data consistency.

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
05/20/2025	Committee of the Whole - Public Safety and Human Services	Provide direction
06/03/2025	Business Meeting	Approve
07/15/2025	Committee of the Whole - Public Safety and Human Services	Approve

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	No meetings proposed	N/A

**Time Constraints:**

Timely approval will allow Redmond to bill other cities and to fully implement software.

**ANTICIPATED RESULT IF NOT APPROVED:**

Redmond would continue to pay full costs of Apricot if not approved.

**ATTACHMENTS:**

Attachment A: Draft Agreement for Services between the Cities of Bellevue, Kirkland, and Redmond for Implementation and Maintenance of a Joint Homeless Outreach Data System

Attachment B: Redlined Copy of Draft Agreement



**AGREEMENT FOR SERVICES BETWEEN THE CITIES OF BELLEVUE,  
KIRKLAND, AND REDMOND FOR IMPLEMENTATION AND MAINTENANCE  
OF A JOINT HOMELESS OUTREACH DATA SYSTEM**

**THIS AGREEMENT FOR SERVICES** ("Agreement") is entered into by the Cities of Bellevue, Kirkland, and Redmond, hereinafter referred to as "Cities", to provide for implementation and maintenance of a joint homeless outreach data system.

WHEREAS, the Cities work to ensure that those living unsheltered will have access to services that will support their path to stability; and

WHEREAS, the Cities acknowledge that unsheltered individuals often move from one jurisdiction to another; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to share data and data tracking systems; and

WHEREAS, the Cities have the authority to engage in cooperative efforts that result in more efficient use of Government resources; and

WHEREAS, the Cities agree that such multi-jurisdictional cooperation is a benefit to the Cities, local homeless outreach staff, and to community members;

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose of Agreement. The purpose of this Agreement is to facilitate the administration and funding of a joint homeless outreach data system for sharing, tracking, and storage of information in the provision of services to unhoused individuals in the community.
2. Joint Participation.
  - a. Lead City. The City of Redmond shall be the designated lead city ("Lead City"). The Lead City shall contract directly for and manage the Apricot 360 case management software with Bonterra ("Vendor"). The other responsibilities of the Lead City are described in section 4.
  - b. Participating City. A Participating City is a city participating in the joint sharing, tracking, and storage of information through the case management software, who is a party to this Agreement, and who is not the Lead City.
3. Funding Arrangement. The Lead City shall bear the cost of the initial implementation. The Lead City and all Participating Cities will share the annual costs of the software subscription and support, with the costs allocated equally. The initial fee schedule shall be as described in

Exhibit A. Any future adjustments in fees shall be equally born by the parties and documented in additional attachments to this agreement.

The Participating City shall provide its annual financial contribution to the Lead City no later than thirty (30) days after receiving an invoice from the Lead City, pursuant to Section 4(a) below.

4. Responsibilities of Lead City. The Lead City has been designated to act as the fiscal and administrative agent for this agreement, and the Lead City shall perform its responsibilities without the payment of any additional administrative fee or cost to the Participating City beyond the funding allocation set forth in section 3 above. The responsibilities of the Lead City shall include the following:
  - a. Send an invoice to the Participating City by May 15th of each year for their annual funding participation, with supporting documentation of the costs.
  - b. Contract with the Vendor and manage the performance of the case management software.
  - c. For each year after the first year of this agreement, provide a projected estimate of the annual financial contribution to be made by each city no later than December 31st of the preceding calendar year in which the contribution is to be made.
  - d. Maintain accounts and records that properly reflect transactions related to this Agreement.
  - e. Develop policies that support data integrity and alignment.
5. Data. Data may only be used for permissible uses to fulfill the purpose of this agreement. Each Participating City is responsible for maintaining the data it enters into the system. Data that is submitted to the system may be retained in the system if a Participating City terminates its participation.
6. Confidentiality. City staff shall take reasonable security precautions to ensure that persons not authorized to view the data do not gain access to the data. City staff shall not share any information which the City is not authorized to share, under any relevant federal or state confidentiality laws, regulations, or other restrictions applicable to client information.
7. Duration. This Agreement shall become effective on the date it is signed by two cities, and it shall become effective for a subsequently signing participating city on the date it is signed by that participating city. Regardless of the date of execution, this Agreement shall remain in effect through April 1, 2027, with automatic extensions annually, unless terminated as described in section 7.
8. Termination. Either city may terminate its participation in this Agreement without cause by giving the other city a thirty (30) day written notice. The terminating party shall remain fully responsible for meeting its annual funding responsibilities under section 3. The Lead City shall remain fully responsible for other obligations under the terms of the signed vendor agreement.

9. Notices. Notices to the cities shall be sent to the persons identified on the signature page for each city; provided that any city may substitute an alternate contact person by providing written notice thereof and provided, further, that any such substitution shall not constitute an amendment, alteration, or change to this Agreement.

Brooke Buckingham	Jen Boone	Nico Quijano
Human Services Manager	Human Services Manager	Outreach Program Mgr.
City of Redmond	City of Kirkland	City of Bellevue
PO Box 97010	123 5th Ave	450 110th Avenue NE
Redmond, WA 98073-9710	Kirkland, WA 98033-6121	Bellevue, WA 98004

10. Indemnification.

- a. Each city agrees to indemnify the other cities from any claims arising out of the willful misconduct or negligent performance of services or duties under this Agreement, committed by such city, or the city's employees or agents.
- b. Each city hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any city agent or employee against the other city related to the parties' use of the software shared under this agreement. This waiver is specifically negotiated by the parties and a portion of the city's payment hereunder is expressly made the consideration for this waiver.
- c. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. Each party shall be responsible for its own attorney's fees and costs of suit.

12. Amendments. This Agreement may be amended, altered, changed, or extended in any manner by the mutual written consent of all cities.

13. Counterparts. This document may be executed by electronic mail or online contracting application in any number of current parts and signature pages hereof with the same effect as if all parties had all signed the same document. All counterparts, each one which shall be considered an original, together constitute one and the same instrument.

CITY OF BELLEVUE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF KIRKLAND

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF REDMOND

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

### **Exhibit A**

The total pricing is as follows:

2024	\$16,267.90
2025	\$17,081.30
2026	\$17,935.36

**AGREEMENT FOR SERVICES BETWEEN THE CITIES OF BELLEVUE,  
KIRKLAND, AND REDMOND FOR IMPLEMENTATION AND MAINTENANCE  
OF A JOINT HOMELESS OUTREACH DATA SYSTEM**

**THIS AGREEMENT FOR SERVICES** ("Agreement") is entered into by the Cities of Bellevue, Kirkland, and Redmond, hereinafter referred to as "Cities", to provide for implementation and maintenance of a joint homeless outreach data system.

WHEREAS, the Cities work to ensure that those living unsheltered will have access to services that will support their path to stability; and

WHEREAS, the Cities acknowledge that unsheltered individuals often move from one jurisdiction to another; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to share data and data tracking systems; and

WHEREAS, the Cities have the authority to engage in cooperative efforts that result in more efficient use of Government resources; and

WHEREAS, the Cities agree that such multi-jurisdictional cooperation is a benefit to the Cities, local homeless outreach staff, and to community members;

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose of Agreement. The purpose of this Agreement is to facilitate the administration and funding of a joint homeless outreach data system for sharing, tracking, and storage of information in the provision of services to unhoused individuals in the community.
2. Joint Participation.
  - a. Lead City. The City of Redmond shall be the designated lead city ("Lead City"). The Lead City shall contract directly for and manage the Apricot 360 case management software with Bonterra ("Vendor"). The other responsibilities of the Lead City are described in section 4.
  - b. Participating City. A Participating City is a city participating in the joint sharing, tracking, and storage of information through the case management software, who is a party to this Agreement, and who is not the Lead City.

3. Funding Arrangement. The Lead City shall bear the cost of the initial implementation. The Lead City and all Participating Cities will share the annual costs of the software subscription and support, with the costs allocated equally. The initial fee schedule shall be as described in Exhibit A. Any future adjustments in fees shall be equally born by the parties and documented in additional attachments to this agreement.

The Participating City shall provide its annual financial contribution to the Lead City no later than thirty (30) days after receiving an invoice from the Lead City, pursuant to Section 4(a) below.

4. Responsibilities of Lead City. The Lead City has been designated to act as the fiscal and administrative agent for this agreement, and the Lead City shall perform its responsibilities without the payment of any additional administrative fee or cost to the Participating City beyond the funding allocation set forth in section 3 above. The responsibilities of the Lead City shall include the following:
- a. Send an invoice to the Participating City by May 15th of each year for their annual funding participation, with supporting documentation of the costs.
  - b. Contract with the Vendor and manage the performance of the case management software.
  - c. For each year after the first year of this agreement, provide a projected estimate of the annual financial contribution to be made by each city no later than December 31st of the preceding calendar year in which the contribution is to be made.
  - d. Maintain accounts and records that properly reflect transactions related to this Agreement.
  - e. Develop policies that support data integrity and alignment.

5. Data. Data may only be used for permissible uses to fulfill the purpose of this agreement.  
Each Participating City is responsible for maintaining the data it enters into the system.  
Data that is submitted to the system may be retained in the system if a Participating City terminates its participation.

5.6. Confidentiality. City staff shall take reasonable security precautions to ensure that persons not authorized to view the data do not gain access to the data. City staff shall not share any information which the City is not authorized to share, under any relevant federal or state confidentiality laws, regulations, or other restrictions applicable to client information.

6.7. Duration. This Agreement shall become effective on the date it is signed by two cities, and it shall become effective for a subsequently signing participating city on the date it is signed by that participating city. Regardless of the date of execution, this Agreement shall remain in effect through April 1, 2027, with automatic extensions annually, unless terminated as described in section 7.

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~~7-8.~~ Termination. Either city may terminate its participation in this Agreement without cause by giving the other city a thirty (30) day written notice. The terminating party shall remain fully responsible for meeting its annual funding responsibilities under section 3. The Lead City shall remain fully responsible for ~~and~~ other obligations under the terms of the signed vendor agreement.

~~8-9.~~ Notices. Notices to the cities shall be sent to the persons identified on the signature page for each city; provided that any city may substitute an alternate contact person by providing written notice thereof and provided, further, that any such substitution shall not constitute an amendment, alteration, or change to this Agreement.

Brooke Buckingham	Jen Boone	<a href="#">Bianca Siegl</a>
Human Services Manager	Human Services Manager	<del>Assistant Director</del> <a href="#">Nico Quijano</a>
City of Redmond	City of Kirkland	<a href="#">Outreach Program Mgr.</a>
PO Box 97010	123 5th Ave	City of Bellevue
Redmond, WA 98073-9710	Kirkland, WA 98033-6121	450 110th Avenue NE
		Bellevue, WA 98004

~~9-10.~~ Indemnification.

- a. Each city agrees to indemnify the other ~~city~~ cities from any claims arising out of the willful misconduct or negligent performance of services or duties under this Agreement, committed by such city, or the city's employees or agents.
- b. Each city hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any city agent or employee against the other city related to the parties' use of the software shared under this agreement. This waiver is specifically negotiated by the parties and a portion of the city's payment hereunder is expressly made the consideration for this waiver.
- c. The provisions of this section shall survive the expiration or termination of this Agreement.

~~10-11.~~ Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. Each party shall be responsible for its own attorney's fees and costs of suit.

~~11-12.~~ Amendments. This Agreement may be amended, altered, changed, or extended in any manner by the mutual written consent of all cities.



42.13. Counterparts. This document may be executed by electronic mail or online contracting application in any number of current parts and signature pages hereof with the same effect as if all parties had all signed the same document. All counterparts, each one which shall be considered an original, together constitute one and the same instrument.

DRAFT

CITY OF BELLEVUE

By: \_\_\_\_\_

Approved As To Form:

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

City Attorney

CITY OF KIRKLAND

By: \_\_\_\_\_

Approved As To Form:

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

City Attorney

CITY OF REDMOND

By: \_\_\_\_\_

Approved As To Form:

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

City Attorney

**Exhibit A**

The total pricing is as follows:

2024	\$16,267.90
2025	\$17,081.30
2026	\$17,935.36

DRAFT



## Memorandum

**Date:** 8/4/2025  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-113  
**Type:** Consent Item

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Brooke Buckingham	Human Services Manager
Planning and Community Development	Alaric Bien	Senior Planner

**TITLE:**

Approval of the King County Community Development Block Grant (CDBG) 2026 Funding Allocation Plan

**OVERVIEW STATEMENT:**

As part of the Interlocal agreement with King County, each year Redmond must develop a plan for allocating its Community Development Block Grant (CDBG) entitlement funds. This plan is for funds to be received, allocated, and spent in 2026.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
King County Consortium Consolidated Housing and Community Development Plan
- **Required:**  
Community Development Block Grant Program Joint Interlocal Agreement
- **Council Request:**  
N/A
- **Other Key Facts:**  
Projects eligible to receive CDBG funds are limited due to various federal requirements. Funds may be used for public services (i.e., human services programs) and capital projects that demonstrate a direct benefit to Redmond residents that meet the low- to moderate-income requirements. The proportion of funds available for each type of activity is determined by the interlocal agreement between Joint Agreement Cities and King

County. Funds may be used in three categories, Capital, Public Services, and Administration, as described below.

**Capital Funding Process and Recommendation:** CDBG may support certain Public Improvement and/or Parks projects, and there are a number of constraints related to the use of these funds. Support for affordable housing is an allowed use, and staff is recommending that the 2026 CDBG capital funds be allocated to A Regional Coalition for Housing (ARCH), as they have been for many years.

**Public Service Funding Process and Recommendation:** Programs that may be considered for public service funding are dedicated to human service activities that must also meet strict CDBG eligibility and reporting requirements. Staff reviewed applications that were received as part of the regular 2025-2026 Human Services allocation process. Only proposals for new or expanded services may be considered for CDBG funding, though continuing programs that have been supported using CDBG are eligible to continue receiving those funds. Based on these criteria, staff is recommending that Redmond allocate its 2026 CDBG Public Services funds to PorchLight to continue supporting the services and operation of an emergency shelter for men experiencing homelessness in East King County.

**Planning & Administration Funding Recommendation:** CDBG allows up to 20% of the grant for planning and administration purposes. Ten percent is retained by the County for administration of the consortium capital expenditures, housing stability program, housing repair program, and other activities required by the Department of Housing and Urban Development (HUD). The other 10% may be waived and applied to capital projects, however our experience has been that the amount of staff time spent administrative activities consistently exceeds the maximum allowed. The rest has been supported by City funds. Staff is recommending the full 10% be allocated to the planning and administration of this grant.

The full plan for which approval is needed is summarized in Attachment A.

#### **OUTCOMES:**

Approval of this funding plan keeps the City in compliance with County requirements governing the pending distribution of 2026 CDBG funds to the City. Allocation of these funds will help support emergency shelter for men experiencing homelessness, Redmond's contribution to ARCH capital funds, and staff time to plan for and administer these funds, ensuring compliance with all federal regulations.

#### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
The required 15-day notice for public comment was posted in the Seattle Times on May 23, 2025. Opportunity for in-person public comment was held at a public meeting on June 9, 2025.  
Opportunity for written public comment was given from May 23 through June 9, 2025.
- **Outreach Methods and Results:**  
Written public notice was published in the Seattle Times.
- **Feedback Summary:**  
No public comment was received.

#### **BUDGET IMPACT:**

**Total Cost:**

Approximately \$254,119. The exact amount will not be known until the budget is passed by Congress in 2026 (typically by early summer).

Staffing to support this work is being provided by the Department of Planning and Community Development - Human Services Division.

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

**Budget Offer Number:**

0000307 - Housing and Human Services

**Budget Priority:**

Vibrant and Connected

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

***If yes, explain:***

Currently CDBG funding is included in the proposed federal budget for 2026, but that may change during budget balancing.

**Funding source(s):**

Department of Housing and Urban Development, Community Development Block Grants

**Budget/Funding Constraints:**

All funds must be expended between January 1 and December 31, 2026.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/15/2025	Committee of the Whole - Public Safety and Human Services	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	Click and select a meeting from the dropdown menu.	N/A

**Time Constraints:**

The City's allocation plan must be submitted to King County by October 10, 2025, in order to be incorporated into their process for submission to the federal government.

**ANTICIPATED RESULT IF NOT APPROVED:**

Should Council decline to approve the funding allocation plan, the City would need to return the funds to the County for use by the entire CDBG Consortium as there would be insufficient time for the required 15-day public notice, public comment period, internal committee review, presentation to the Public Safety and Human Services Committee of the Whole, and final approval by City Council.

**ATTACHMENTS:**

Attachment A - Proposed 2026 Redmond CDBG Allocation Plan

## ATTACHMENT A

### Proposed 2026 Redmond CDBG Allocation Plan

Capital Projects		
1	ARCH	\$166,491
Public Services		
1	PorchLight Eastside Men's Shelter	\$43,814
Planning & Administration		
1	Administration	\$43,814
Contingency Projects		
1	Since the CDBG funds are an estimate from the federal government, Redmond must also adopt a contingency plan. Accordingly, the above projects will receive proportionate increases/decreases to CDBG funding.	

NOTE: All dollar amounts are estimates until the County is officially notified by the Department of Housing and Urban Development (HUD).





## Memorandum

**Date:** 8/4/2025  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-114  
**Type:** Consent Item

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

Executive	Malisa Files	425-556-2166
Human Resources	Cathryn Laird	425-556-2125

**DEPARTMENT STAFF:**

Human Resources	Stephanie Lorntzen	Administrative Supervisor
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**TITLE:**

Confirmation of the Appointment of Rebecca Mueller to serve as Redmond's In House City Attorney

**OVERVIEW STATEMENT:**

The Mayor has made a conditional offer of employment to Rebecca Mueller as the City Attorney. The offer is contingent on confirmation of appointment by City Council.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Per RMC 2.36.010, the office of the City Attorney shall be filled by appointment by the Mayor, subject to confirmation by a majority vote by the City Council.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Ms. Mueller possesses the experience and leadership capabilities and meets the qualification requirements for the City's

new in-house City Attorney. She brings an extensive legal background and leadership skill set to the Executive department and has demonstrated through her role as Supervising Attorney the ability to provide value-added knowledge to the City's leadership team and Redmond community.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**
- Ms. Mueller has served as the Supervising Attorney from January 2019 to present.
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Funding for the position is included in the adopted 2025-2026 City Budget.

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

**Budget Offer Number:**

290

**Budget Priority:**

Strategic and Responsive

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

**If yes, explain:**

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/1/2025	Business Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The anticipated start date of Rebecca Mueller is August 5, 2025.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City Attorney position would remain unfilled until an external recruitment is completed. This would delay the appointment of the position. The hiring of an external candidate is more of a risk to the department due to the unknown fit of the candidate, versus the current internal candidate is demonstrated to meet the qualifications of the position and will ensure continuity of the leadership and management of the City Attorney's Office.

**ATTACHMENTS:**

N/A



## Memorandum

**Date:** 8/4/2025  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-115  
**Type:** Consent Item

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

Executive	Malisa Files	425-556-2166
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**DEPARTMENT STAFF:**

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

**TITLE:**

Confirmation of New Parks, Trails, and Recreation Commission Member Appointment

**OVERVIEW STATEMENT:**

There is currently an opening on the Arts and Culture Commission, due to the resignation of Greg Laird.

The press release advertising this opening was posted on May 14, 2025, and can be viewed at: [News Flash City Seeks New Parks, Trails, and Recreation Co](#) <<https://www.redmond.gov/CivicAlerts.aspx?AID=2522>>.

Nine applications were received, and an interview panel interviewed the selected candidates on June 30, 2025, and selected Sayna Parsi to move forward in the process. Sayna Parsi interviewed with Mayor Birney on July 11, 2025, and with Council on July 22, 2025.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council confirmation is required for Commission member mayoral appointments.  
  
RMC: 4.40.010(A)
- **Council Request:**  
N/A

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

**OUTCOMES:**

If appointment is confirmed by Council, the candidate would serve until the term expiration below:

**Parks, Trails, and Recreation Commission**

Sayna Parsi      Partial Term to Expire: March 31, 2026

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
The vacancy was advertised, and all completed applications were reviewed.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
N/A

**Budget Priority:**  
N/A

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

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

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

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

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/22/2025	Special Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

If Council decides not to confirm appointment, recruitment efforts would need to continue.

**ATTACHMENTS:**

None.



## Memorandum

**Date:** 8/4/2025  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-116  
**Type:** Consent Item

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

Police	Chief Darrell Lowe	425-556-2521
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**DEPARTMENT STAFF:**

Police	Brian Coats	Deputy Chief
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**TITLE:**

Approval of the Lake Washington School District 2025-2026 School Community Resource Officer Contract Agreement

**OVERVIEW STATEMENT:**

Staff is requesting Council approval to renew the Interlocal Agreement (ILA) between the City of Redmond and the Lake Washington School District (LWSD) for continued police services during the 2025-2026 school year.

The Redmond Police Department remains committed to supporting a strong, collaborative partnership with LWSD. Based on input from police staff and Council, the district transitioned from the traditional School Resource Officer (SRO) program to a Community Resource Officer (CRO) model beginning in the 2023-2024 school year under a Memorandum of Understanding (MOU).

The attached ILA formalizes the continuation of the CRO program and extends police support through the end of the 2025-2026 academic year.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
LWSD MOU and Standard Operating Procedures
- **Required:**  
Council approval is required for interlocal agreements.
- **Council Request:**  
N/A
- **Other Key Facts:**

N/A

**OUTCOMES:**

This agreement continues the police services currently provided by the Redmond Police Department to the Lake Washington School District and includes funding in consideration for those services. Historically, an officer was assigned to Redmond High School and the surrounding middle schools as staffing permitted. The district is continuing with the same scope of service as last year, maintaining its partnership with the police department with one Community Resource Officer assigned to Redmond High School and its feeder schools.

In a collaborative effort between the LWSD and law enforcement agencies within the district, a Standard Operating Procedure Manual was created to assist in the communication, cooperation, and mutual understanding between the Community Resource Officers, school administrators and the student population.

The following are the five Purpose Statements of the Community Resource Officer program:

- Provide expertise, guidance, collaborative planning, and response to the district related to threats of harm, safety, and security in the context of the district's Layered School Safety Program.
- Increase understanding of each agency's operations and impacts on service and response.
- Help keep students out of the criminal justice system.
- Provide positive interactions between police officers, school staff, students, and families.
- Facilitate connection for school staff, students, and families to supportive community services.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

This agreement will allow for the City to receive \$125,419.39 from LWSD for services provided by the assigned Community Resource Officer for the 2025-2026 school year.

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

**Budget Offer Number:**

228 Criminal Justice

**Budget Priority:**



Safe and Resilient

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

**If yes, explain:**

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/15/2025	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:**

The approved contract will commence at the beginning of the school year and remain effective for nine months.

**ANTICIPATED RESULT IF NOT APPROVED:**

The police department would be unable to invoice and collect payment from LWSD for police services rendered during the 2025-2026 school year.

**ATTACHMENTS:**

Attachment A: LWSD and City of Redmond MOU

Attachment B: LWSD Standard Operating Procedures

# Lake Washington School District Community Resource Officer Program Memorandum of Understanding (MOU)

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by the Lake Washington School District #414 (referred herein as “District”) and City of Redmond referred to herein as “City”) for the purpose of establishing a Community Resource Officer Program Memorandum of Understanding (“MOU”) in the public school system in King County. *The District and the City are collectively referred to as “the Parties.”* In consideration of the terms and conditions set forth herein, the Parties agree as follows:

## ARTICLE I

- 1) The purpose of this MOU is for the City to provide contract services in the form of a Community Resource Officer Program to the District. The primary purposes of the Community Resource Officer Program are:
  - a) Provide expertise, guidance, collaborative planning and response to the District related to threats of harm, safety, and security in the context of the District’s Layered School Safety Program;
  - b) Increase understanding of each Parties’ operations and the impacts on services and response;
  - c) Help keep District students out of the criminal justice system;
  - d) Provide positive interactions between law enforcement officers, school staff, students, and families; and
  - e) Facilitate connection for school staff, students, and families to supportive community services.
- 2) The Community Resource Officer Program is compliant with all requirements of RCW 28A.320.124 and amendments included in HB 1214.

## ARTICLE II

- 1) Obligations of the City:
  - a) Staffing – the City shall assign one regularly employed officer per high school feeder pattern within the City of Redmond. The Community Resource Officer will provide services as outlined in all district schools within the feeder pattern. The services provided are in addition to routine police services already provided by the City.
    - i) Should the City have resources that can provide additional Community Resource Officers, these additional positions may be added with agreement from the District.
  - b) Training – the City shall ensure that officers assigned as Community Resource Officers have appropriate training as outlined in the Community Resource Officer Standard Operating Procedure Manual.
  - c) Regular Hours of Duty – Community Resource Officers shall be available Monday through Friday during normal school hours of operation. This expectation does not prohibit officers from participating in emergency response or fulfilling training requirements as determined by the Chief of Police or designee.
    - i) Each CRO will strive to visit a different school each week, as outlined in the Standard Operating Procedure Manual.
    - ii) All CRO absences will be reported in a timely manner to the District so that schools can be made aware that CRO services are interrupted.
  - d) Data Collection – the City shall collaborate with the District to collect and display data related to the Community Resource Officer Program on a public dashboard.
  - e) Participation in District meetings – the City shall attend and/or participate in regularly scheduled meetings held by the District. The purpose of these meetings is to increase collaboration between the District, the City, and the Community Resource Officer.
  - f) Complaints – should a complaint arise regarding a Community Resource Officer; the City will provide the District with prompt notice and will collaborate with the District regarding appropriate response as outlined in the Community Resource Officer Standard Operating Procedure Manual.
- 2) No Special Duty – The Parties do not intend to create any “special relationship” of “special duty” by entering into this MOU. The City expressly disclaims any guarantee as to the safety or security of the persons or property at the District’s schools and makes no representations or warranties as to such safety or security by entering into this MOU. Specifically, the Parties understand and agree that the City has no greater duty with regard to safety and security of persons or property at the District’s schools than it does with regard to the general public in providing

law enforcement services throughout the City. The provisions of this MOU are for the benefit of the Parties, and do not create any rights or duties to any third Parties.

### **ARTICLE III**

#### **1) Obligations of the District:**

- a) Payment – In consideration of the services provided herein, the District shall pay to the City the sum of \$125,419.39 upon receipt of an invoice. No other consideration will be required during the term of this MOU for in-school services called for herein as part of the Community Resource Officer Program.
- b) Access – the District shall provide access to all school and District facilities, including access cards and keys. This access shall be provided according to the District's access control plan.
- c) Workspace – the District shall provide the Community Resource Officer with access to a private workspace, when needed.
- d) MOU – the District shall provide annual updates to this MOU for review and adoption.
- e) Data Collection – the District shall collaborate with the City to collect and display data related to the Community Resource Officer Program on a public dashboard.
- f) Community Engagement – the District shall lead the effort to engage with the local community and other District stakeholders regarding the Community Resource Officer Program.
- g) Complaints – should a complaint arise regarding a Community Resource Officer; the District will provide the City with prompt notice and will collaborate with the City regarding appropriate response as outlined in the Community Resource Officer Standard Operating Procedure Manual.

### **ARTICLE IV**

#### **1) Employment and Special Events**

- a) The Community Resource Officer shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.
- b) This MOU does not prevent the District from hiring an individual serving as a Community Resource Officer to perform duties that are not the duties set forth in this MOU, e.g., the employment of an individual who serves as Community Resource Officer to coach athletics, drive a school bus, or otherwise serve the District in a capacity other than that of a Community Resource Officer. Such employment shall be completely separate from and not controlled by this MOU. If the District chooses to employ an individual serving as a Community Resource Officer to perform duties that are not duties of the Community Resource Officer under this MOU, the individual shall at all times during such employment be solely an employee of the District and not an employee of the City. During such employment, the District shall be solely responsible for the compensation, training, discipline, and dismissal of such individual and solely responsible for the individual's acts, errors, or omissions in performing the duties of such separate employment.
- c) Special events, such as extra-duty assignment, site security for after-hours events, or special requests shall be executed per past practice; the District will request these specific services through the City's Department extra-duty assignment coordinator. The City will bill the District for additional officers/duties as provided. The City will endeavor to assign one (1) Community Resource Officer to extra-duty events, in addition to other officers. The billing for these events shall be separate from the billing for standard Community Resource Officer charges.

### **ARTICLE V**

#### **1) Conflicts**

- a) The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police/designee of the City. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

### **ARTICLE VI**

- 1) Change in Terms
  - a) Changes in the terms of this MOU may be accomplished only by formal amendment in writing approved by the City and the District.

#### **ARTICLE VII**

- 1) Termination and Term of MOU
  - a) The term of this MOU shall commence upon date of execution and continue until June 30, 2026, or until terminated. The District shall receive the Community Resource Officer Program services described in Article II for the full term of this MOU. Either party may terminate this MOU as follows:
    - i) upon sixty (60) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating termination; or
    - ii) upon fourteen (14) days written notice in the event an emergency is declared by civic officials that impacts daily operations of the City or District.
  - b) In the event this MOU is terminated, compensation will be made to the City for all services performed to the date of termination consistent with Article V.
  - c) The District will be entitled to a prorated refund consistent with the payment contained in Article V for each day that the Community Resource Officer services are not provided because of termination of this MOU. This MOU shall be effective as of September 1, 202, even if signed after that date.

#### **ARTICLE VIII**

- 1) Notwithstanding this MOU, and in addition to the services described in this MOU, the District shall receive all normal police services.

#### **ARTICLE IX**

- 1) The Parties will collaborate on identifying and accessing funding sources for the Community Resource Officer Program that include, but are not limited to, state and federal grants.

#### **ARTICLE X**

- 1) Indemnification
  - a) The City shall indemnify and hold harmless the District and its present and former officers, directors, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act of omission of the City, its officers, agents, and employees, or any of them, in the performance of this MOU. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment is rendered against the District and its present or former officers, directors, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
  - b) In executing this MOU, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules, or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule, or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.
  - c) The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents, and employees, any of them, in the performance of this MOU. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the

City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City and the District and their respective officers, agents and employees, or any of them, the District shall satisfy the same.

#### ARTICLE XI

1) Closing of District Schools

- a) In the event District schools are not open and students are attending remotely due to physical or environmental factors, the District reserves the right to suspend this MOU until such time as students return to school. During the suspension of the contract, there will be no fees paid as indicated in Article V. Services may be provided on an as needed basis at an hourly rate as agreed upon by the Parties.

\_\_\_\_\_  
Richard Mehlberg  
Purchasing Manager  
Lake Washington School District #414  
(425) 936-1423

Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Signer  
Title  
City of \_\_\_\_\_  
(Phone Number)

Date \_\_\_\_\_



# Community Resource Officer

Standard Operating Procedures – 2024-25



Risk and Safety Services

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**1. Introduction:**  
 The State of Washington and the Office of Superintendent of Public Instruction provide requirements for districts that have a Community Resource Officer Program. These requirements are found in RCW 28A.320.124, RCW

28A.320.1241, RCW 28A.320.1242 and RCW 28A.310.515 and RCW 28A.400.345. This Standard Operating Procedure Manual and all processes found herein follow the state requirements outlined in these statutes.

This manual was written and reviewed as a collaborative effort among district and school administrators and representatives from each law enforcement agency within the boundaries of the district. These agencies include Redmond Police Department, Kirkland Police Department, Sammamish Police Department, and the King County Sheriff's Office. An annual review of this manual is required and will be initiated by the district.

## **2. Purpose:**

The purpose of this Standard Operating Procedure Manual is to provide direction to Lake Washington School District (the district) and the law enforcement agencies that have jurisdiction within the school district's boundaries regarding the Community Resource Officers (CRO) that provide services to district schools. This Standard Operating Procedure Manual is intended to assist in the communication, cooperation and mutual understanding between the Community Resource Officers, school administrators and the student populations they serve. It is not intended to supersede existing law or policies of the district or participating agencies.

Following are the five Purpose Statements of the Community Resource Officer Program:

- Provide expertise, guidance, collaborative planning and response to the district related to threats of harm, safety and security in the context of the district's Layered School Safety Program.
- Increase understanding of each agency's operations and impacts on service and response.
- Help keep students out of the criminal justice system.
- Provide positive interactions between law enforcement officers, school staff, students, and families.
- Facilitate connection for school staff, students, and families to supportive community services.

## **3. Layered School Safety:**

The Lake Washington School District recognizes that no single barrier or intervention is sufficient by itself to maintain a safe campus. Rather, multiple layers of safety programming serve as a filter to be able to identify, resolve and mitigate threats. The CRO program provides a direct and positive connection to local law enforcement agencies within the district's boundaries. This positive relationship with local law enforcement agencies allows for the expertise and training of the Community Resource Officers to collaborate with district leadership when faced with threats of harm or when other law enforcement related incidents occur.

## **4. Anti-Discrimination:**

In alignment with Lake Washington School District Policy 3210 the CRO Program will not discriminate on the basis of race, color, national origin, sex, disability, age, gender, marital status, creed, religion, honorably discharged veteran, military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental or physical disability, the use of trained guide dog or service animal by a person with a disability and shall not be used as the basis for providing differing levels of law enforcement service, inconsistent enforcement of the law, or any other safety measures in the district.

## **5. Immigration:**

For all students and families to feel comfortable and secure in the school environment, students, parents, and family members shall not be questioned by a CRO about their immigration status. CRO's will not assist Immigration and Customs Enforcement (ICE) officers in any way in conjunction with their assignment as a CRO or in any work related to students and their education.

Information obtained by a CRO from district databases or student records will not be released to ICE personnel, or to other agencies investigating anything related to the immigration status of the student and/or their family members. If outside local or federal officers request information that may be related to an immigration investigation, they shall be referred to the Lake Washington School District's Legal Counsel.



## 6. School Discipline:

In alignment with Lake Washington School District Policy 3241, school administrators shall have broad latitude in addressing minor violations of the district policies that also may be violations of law. Minor violations should be addressed by the school administrators without the involvement of Community Resource Officers.

In general, CRO's shall not be involved in school disciplinary matters.

Self-harming behaviors such as nicotine use, marijuana use, or alcohol use should be addressed by school officials without involvement of the CRO. Lake Washington School District shall provide a mechanism for referrals to alternative programs so that students receive appropriate consequences and counseling for their behavior.

- Minor fights and disturbances may be handled under district policy without CRO involvement.
- Inappropriate social media use should be addressed by the school to the extent it falls under district policy, provided there is not a victim involved that desires to report the situation to law enforcement as a crime. If the material is sexually explicit, the administrator should confer with the CRO to determine the best course of action.

## 7. Duties and Responsibilities

Each law enforcement agency will place a trained officer as a CRO to service geographical regions of the district based on the four (4) comprehensive high schools in the district. These CRO's will serve all of the schools within the feeder pattern or region of that high school. This includes any middle, elementary or choice school. The primary duties of the CRO are:

- Child Protective Services (CPS) investigations
- Participate in threat assessments, as needed or requested
- Provide continuous support of district efforts to manage threats of violence or harm
- Respond to 911 and other emergency calls at schools
- Conduct scheduled safety assessments of school facilities at the request of the district
- Respond to collisions that occur on campus
- Provide support for traffic and pedestrian concerns in school zones
- Collect/dispose of evidence/paraphernalia obtained during school operations in accordance with department policy
- Comply with district policies and procedures

## 8. Weekly Schedule:

It is important for all schools to have similar and appropriate support from the CRO program. Understanding the need for CRO's to be flexible and able to respond to emerging issues and emergencies, following are suggestions for creating a weekly schedule:

- Based on varying priorities and commitments, the CRO will strive to visit a different school each week.
- During this visit, they will collaborate with building administrations. Examples of subjects to cover:
  - Open CPS reports
  - Threat Assessments
  - Traffic and pedestrian safety
  - School Safety needs

## 9. Data Collection and Reporting:

Data is collected by the district as well as each law enforcement agency. Based on reporting definitions, the data between agencies may have some variation.

Prior to the first day of school, CRO's will be provided with a link to the LWSD CRO Daily Data Collection Form which is accessible electronically. The district requires all data from each CRO to be submitted no later than every Monday for the previous week's work.

There are two types of data being collected:

- The Office of the Superintendent of Public Instruction requires the following data be submitted on an annual basis:
  - Number of Hours on Campus
  - In the unlikely event of involvement in student discipline, use of force or arrest and if so, the following information must be provided:
    - Description of each incident
    - The student's race, ethnicity, and other demographics
    - Whether the student has an IEP or 504 plan
  - The number of complaints related to job duties and student interactions filed against a CRO
- In addition to state requirements LWSD also collects the following data:
  - Name of all schools they served that day
  - Total number of hours worked on each campus
  - Total number of hours worked off campus
  - The type of activities participated in while on campus
  - Types of Reports Taken
  - Agency Report Numbers
  - Demographic information when a referral is made to the County Prosecutor

## 10. Recruitment and Evaluation:

CRO's are employees of the law enforcement agency that they represent, and the district has no employment authority over them. In the Memorandum of Understanding (MOU) with each city, the district agrees to support the CRO program and have trained officers to provide service within all schools.

Recruitment - each agency is responsible for the recruitment and hiring of CRO's. However, the district has a vested interest to ensure that the CRO(s) that are placed in schools uphold the professional standards of the district.

Each law enforcement agency and the district agree that a district representative will be included in the interview process for CRO's. This representation may be voting or non-voting in the process. Notice will be given by the law enforcement agency to the Risk and Safety Services Department when an interview panel is being convened to recruit staff for a CRO position. Risk and Safety Services will provide the name of the district representative that will sit on the panel. Once that is decided the law enforcement agency will work directly with the district representative on the details of the interview process.

Evaluation - the district does not formally evaluate each CRO, this is the responsibility of the law enforcement agency. However, to ensure that each CRO is performing according to the program standards and the professional standards of the district, Risk and Safety Services will collect input from all schools regarding the CRO that serves them. This input will be done quarterly during the school year. The input will be gathered through a survey and collected for each CRO. Once the data is complete, Risk and Safety Services will send the CRO supervisor a report. These quarterly reports will be sent in December, March, and June of each school year.

## 11. Complaint Process:

There may be times when a concern or complaint is made regarding a CRO in a school. The complaint may be filed with the school/district or may be filed directly with the law enforcement agency.

If the complaint is first filed with the school/district, the following steps are required:

- Complaint made to school/district regarding CRO.
- Complainant completes "CRO Complaint Form".
- Complaint forms are forwarded to Risk and Safety Services within 24 hours.
- Risk and Safety Services reviews the complaint and forwards it to the corresponding law enforcement agency supervisor.
- Risk and Safety Services confirms with the school principal that a complaint has been made and reviews the contents of the complaint form with the principal.
- District sets up meeting with law enforcement agency to review complaint and determine next steps. In collaboration with law enforcement agency, the district will determine if CRO will remain working with school(s).
- The district will perform a policy compliance review based on the contents of the complaint to determine if district policy has been violated.
- Law enforcement agency may perform internal investigation.
- Once investigations are complete, determination will be made on the content of the complaint and any further steps that need to be taken.
- Final employment decisions are made by the law enforcement agency.
- The district has the option to prohibit the CRO from returning to an individual school in the capacity of a CRO. The district cannot prohibit an officer from responding to a school for a police emergency or routine call for service.
- Final determinations will be made in writing and will be shared between the district and the law enforcement agency.
- A common report reviewed by both the district and the agency will be provided to the complainant as to the outcome of the complaint.

If the complaint is first filed with the law enforcement agency, the following steps are required:

- Complaint made to law enforcement agency regarding CRO.
- Law enforcement agency informs Risk and Safety Services of complaint and district "CRO Complaint Form" is completed.
- Risk and Safety Services informs the school principal and reviews the contents of complaint with principal.
- District sets up meeting with law enforcement agency to review complaint and determine next steps. In collaboration with law enforcement agency, district will determine if CRO will remain working with school(s).
- The district will perform a policy compliance review based on the contents of the complaint to determine if a district policy has been violated.
- Law enforcement agency may perform an internal investigation, given circumstances of complaint.
- Once investigations are complete, determination will be made on the content of the complaint and any next steps that need to be taken.
- Final employment decisions are made by the law enforcement agency.
- The district has the option to prohibit the CRO from returning to an individual school in the capacity of a CRO. The district cannot prohibit an officer from responding to a school for a police emergency or routine call for service.
- Final determinations will be made in writing and shared between the district and the policy agency.
- A common report reviewed by both the district and the agency will be provided to the complainant as to the outcome of the complaint.

## 12. Training:

All Community Resource Officers working in LWSD must complete the training requirements listed below. The district will facilitate registration of the CRO with the Educational Service District (ESD) to ensure they have access to the materials necessary to meet the training requirements.

- Two days of on-the-job training is required.
  - New CROs will complete the required on the job training the first two days of their CRO placement. LWSD will coordinate the location and trainer of on-the-job training.
  - On the job training form will be completed and submitted to the ESD by the district.
  - This training will include LWSD Policy Review.
- Completion of the following 13 topics within six months of employment as a CRO:
  - 1) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
  - 2) Child and adolescent development
  - 3) Trauma-informed approaches to working with youth;
  - 4) Recognizing and responding to youth mental health issues;
  - 5) Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
  - 6) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learner, LGBTQ, immigrant, female, and nonbinary students;
  - 7) Local and national disparities in the use of force and arrests of children;
  - 8) Collateral consequences of arrest, referral for prosecution, and court involvement;
  - 9) Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
  - 10) De-escalation techniques when working with youth or groups of youth;
  - 11) State law regarding restraint and isolation in schools, including RCW [28A.600.485](#);
  - 12) The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
  - 13) Restorative justice principles and practices.

LWSD will monitor progress of the training requirements and submit completed training materials to the ESD for issuance of a completion certificate. A copy of the certificate will be provided to the CRO Agency, and a copy will remain on file with the District.

## 13. CRO Program Promotion:

It is important that when sharing information about the CRO Program either from the district or from the law enforcement agency, there are common messages and a standard delivery method. All presentations and promotions of the program will be done through collaboration with the district and respective agency to ensure these standards are met.

***\*Materials will be mutually created to be used for presentations, open houses, forums or meetings. This will be done by the end of the school year each year, to prepare for school in the fall.***

RCW 28A.320.124 requires the district to share information about district safety and security staff. This includes district School Safety and Prevention Specialists and Community Resource Officers. This will be done at the beginning of each school year.

Each year in August, the district will facilitate a “meet and greet” for all CRO’s placed in schools so that school administrators will have the opportunity to interact with the CRO that will be serving their school for that year.

## 14. CRO Program Annual Review:

Annually the district will host a meeting with law enforcement agencies to review the CRO Program. This will include the review of:

- Memorandum of Understanding (MOU)
- Standard Operating Procedure Manual
- Communication processes
- Data collection
- Training requirements
- Program promotion

## 15. Glossary Of Terms:

Educational Service District – regional organization established at the state level as a vehicle to link local public schools with state and national educational resources.

Memorandum of Understanding – the agreement between the district and local law enforcement agency outlined in a formal document.



School Safety Staff – any staff whose primary job duty is to provide safety and security services for the district. This includes Community Resource Officers (contracted commissioned officers from local law enforcement) and School Safety and Prevention Specialists (district employees).

Student Discipline – any action taken by the district in response to student behavioral expectations.

## 16. Sample Forms:

These sample forms are used for processes outlined in this document and can be found on the Safety Center. Each law enforcement agency also has these forms electronically.

# CRO Training Units Completion Form

**Lake Washington School District  
Community Resource Officer Program  
CRO Training Units Completion Form**



**Instructions:** Please complete this form for each of the 13 training units. All units must be completed within 6 months of CRO placement in Lake Washington School District. Once completed, this form must be sent to the Risk and Safety Services Department, Attention: Sheila Kembel within 24 hours of completion.

Your Name:	Agency:
Title and Unit # Completed:	Date of Completion:

**Complete the following information for the above referenced training unit:**

- 1) In your own words, describe the content of this training unit:
  
- 2) How does this align with your role as a CRO?
  
- 3) What steps will you take to incorporate what you learned in this unit into your daily role as a CRO?
  
- 4) Other Notes:

3/18/24

CRO Signature and Date Submitted to District:



**For Risk and Safety Services Use Only:**

Date Completed Form Received by District:

Date Submitted To ESD:

3/18/24

## CRO On the Job Training Form – Day 1






**Lake Washington School District  
Community Resource Officer Program  
On The Job Training Form – Day 1**

**Instructions:** Please complete this form for each day of On The Job Training. Once completed, this form must be sent to the Risk and Safety Services Department, Attention: Sheila Kembel within 24 hours of completion.

Your Name:	Agency:
Date of Training:	Location of Training:
Name(s) of Training Staff:	Position and Location of Training Staff:

9






CRO Notes and Observations :

CRO Signature and Date Submitted to District:

**For Risk and Safety Services Use Only:**

## CRO On the Job Training Form – Day 2

**Lake Washington School District  
Community Resource Officer Program  
On The Job Training Form – Day 2**

**Instructions:** Please complete this form for each day of On The Job Training. Once completed, this form must be sent to the Risk and Safety Services Department, Attention: Sheila Kembel within 24 hours of completion.



Your Name:	Agency:
Date of Training:	Location of Training:
Name(s) of Training CRO:	Training CRO Agency:

**CRO On The Job Training**

This day consists of shadowing a CRO throughout the day, potentially at several schools and engaging in a variety of tasks. The following areas should be addressed; however, this list is not exhaustive and all tasks from the day should be documented on this form.

- ☐ Daily Data Collection
- ☐ Discuss and List Any Specific School Needs (ex: traffic etc.)
- ☐ Explain CRO School Check In Process
- ☐ Discuss School/Community Climate
  - What is working well
  - What programs, processes, techniques are in place that support the schools
  - What, if any, are the safety challenge area/issues at the school
  - Discuss recent and/or ongoing incidents/situations that are a safety concern
  - Are there any factors in the community that are impacting school safety?
- ☐ Other (please list):

3/19/24



**CRO Notes and Observations :**

**CRO Signature and Date Submitted to District:**

**For Risk and Safety Services Use Only:**

Date Completed Form Received by District:
Date Submitted To ESD:

3/19/24

**Lake Washington School District  
Community Resource Officer Program  
Concern/Complaint Form**

**Instructions:** Please complete this form when a concern or complaint is made regarding a Community Resource Officer. Once completed, this form must be sent to the Risk and Safety Services Department, Attention: Director within 24 hours of completion.

Your Name:	School Name (where incident took place):
Parent/Staff/Student (circle one)	Date Form Completed:
Date of Incident:	Community Resource Officer Name:

Description of Incident:





17. Signature Page:

_____	_____	_____
Lake Washington School District Authorized Signature	Printed Name/Position	Date
_____	_____	_____
Kirkland Police Department Authorized Signature	Printed Name/Position	Date
_____	_____	_____
Redmond Police Department Authorized Signature	Printed Name/Position	Date
_____	_____	_____
Sammamish Police Department Authorized Signature	Printed Name/Position	Date



## Memorandum

**Date:** 8/4/2025  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-117  
**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
------	-----------------------------	--------------

**DEPARTMENT STAFF:**

Fire	Jim Whitney	Deputy Fire Chief - Operations
Fire	Caleb Freeman	Battalion Chief - Training

**TITLE:**

Approval of Interlocal Agreement for Hazardous Materials Response

**OVERVIEW STATEMENT:**

The City of Redmond is being asked to approve the updated Interlocal Agreement (ILA) for Hazardous Materials Response alongside regional partner agencies. The agreement establishes a joint framework for training, funding, and coordinated response to hazardous materials incidents across participating jurisdictions.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Fire Department 2022-2027 Strategic Plan
- **Required:**  
RCW 39.34 - Interlocal Cooperation Act
- **Council Request:**  
N/A
- **Other Key Facts:**
  - The agreement outlines responsibilities for governance, cost-sharing, equipment management, and response protocols.
  - Bellevue Fire Department continues to serve as the administering agency.
  - The updated agreement includes revised language for new members, cost allocations, and termination procedures.

**OUTCOMES:**

Approval of this agreement enables continued regional coordination in response to hazardous materials incidents. It provides Redmond with access to shared resources, consistent training standards, and cost-effective operational support through the Hazardous Materials Consortium Fund.

**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:**  
\$25,000

The Executive Board approves an annual budget and member contributions are scheduled and invoiced accordingly each year.

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

**Budget Offer Number:**  
0000277

**Budget Priority:**  
Safe and Resilient Community

**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
7/15/2025	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:**

Agencies are seeking timely execution of the ILA to proceed with 2025 coordination and planning.

**ANTICIPATED RESULT IF NOT APPROVED:**

Redmond may lose access to regional hazardous materials resources, joint training opportunities, and shared funding mechanisms. The City would be required to independently fund and manage response to HM incidents, increasing operational and financial burden.

**ATTACHMENTS:**

Attachment A: Hazardous Materials Interlocal Agreement - Final (2025)

## **INTERLOCAL AGREEMENT FOR HAZARDOUS MATERIALS RESPONSE**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the undersigned cities and fire districts of the State of Washington (hereafter participating agencies) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

**WHEREAS**, participating agencies' hazardous material (HM) incidents exceed the resources of any single participating agency; and

**WHEREAS**, participating agencies can benefit by combining their resources to train for and respond to HM incidents in any participating agency's jurisdiction; and

**WHEREAS**, subject to approval of the Executive Board created by this agreement, other agencies may participate in this agreement.

**NOW, THEREFORE**, in consideration of the aforementioned mutual benefits, the participating agencies agree to the following:

### **Section 1: Authority and Prior Agreements.**

This interlocal agreement is entered into by the signed participating agencies and supersedes all prior agreements related to HM response among or between any participating agencies.

As hereafter referenced, this interlocal agreement shall be referred to as the HM Agreement.

### **Section 2: Executive Board and Duties**

The undersigned participating agencies hereby create an Executive Board (Board) to administer the HM Agreement. The Board shall be comprised of the Fire Chiefs or designees of all participating agencies. Based upon recommendations from members of the Board, the Board may review and adopt amendments to the HM Agreement by a majority vote of all participating agencies. Amendments must be presented to participating agencies at least 30 days prior to vote. The Board is also authorized to provide approval and direction on operational matters as presented and requested by members of the Board, to formulate policy and procedures, approve contracts and expenditures, to set budgets and contribution requirements, include new members, and manage assets.

### **Section 3: Purpose.**

The purpose of the HM Agreement is to establish a unified model to train and respond to HM incidents, thus promoting efficiency, consistency and potential cost reductions.

### **Section 4: Duration of Agreement.**

The HM Agreement shall commence upon date of execution by all parties and shall remain in effect until terminated by a majority vote of the Board. Alternatively, a participating agency may terminate its participation in the HM Agreement by providing written notice to the Board on or

before July 1<sup>st</sup> with the date of termination effective at midnight of December 31<sup>st</sup> of that same year.

#### **Section 5: Governance and Participation.**

- A. Board Composition and Voting. The HM Agreement shall be governed by the Board consisting of the Fire Chief, or his/her designee, from each participating agency. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting. A quorum of the members must be present at any meeting for the Board to make a decision. A simple majority of the parties to this Agreement shall constitute a quorum for purposes of taking action that constitutes a decision of the Board on any issue.
- B. Board Meetings. The Board shall meet as often as it deems necessary and not less than once per calendar year.
- C. New Members - To be considered as a participating agency in this HM Agreement, said participating agency shall be accepted by a majority vote of the Board and commit financial and human resources to the program as prescribed by the Board. If any party to this HM Agreement consolidates with another municipal or local government entity through merger, annexation, or through the creation of a regional fire authority, the consolidated entity shall become a participating agency to this Agreement and a successor in interest to the former agency's interest on the effective date of the consolidation, without any action by the Board, unless otherwise required.

#### **Section 6: Funding Responsibility and Budget.**

- A. Contribution - Participating agencies agree to pay those amounts as approved by the Board and on a schedule outlined by the Board. Funds will be held in the Hazardous Materials Consortium Fund (Fund) managed by the Administering Agency
- B. Purpose - The Fund will be used for operation, maintenance, training, supplies, and administrative expenses necessary to support the HM work of the participating agencies under this Agreement. Members joining in 2023 or later may have limited access to funds and assets contributed by other jurisdictions prior to membership as determined by a majority vote of the Board.
- C. Budget – An HM response budget will be approved annually by the Board. The budget shall be developed in the first quarter, discussed and potentially adjusted by the Board in the fourth quarter, and presented for adoption no later than December 1 of each year.
- D. Agency Termination of Participation - Upon termination of agency participation, the terminating agency relinquishes all rights to financial or in-kind contribution; said contribution(s) already made by the terminating agency will remain in the Fund to be used for the benefit of the remaining members. Assets purchased through the Fund and housed at a terminating member's facilities will be returned for use by the remaining members.

- E. Asset Distribution - Upon termination of the HM Agreement, any remaining funds and assets will be divided equitably as decided by a majority vote of the Board.

### **Section 7. Administering Agency**

One agency shall be designated as the Administering Agency for this agreement. The Administering Agency is currently Bellevue. The Administering Agency can be changed by a majority vote of the participating agencies. The Administering Agency is responsible for administrative support to the Board and Board meetings, maintaining this agreement, invoicing and collection of required contributions and authorized in-kind contributions, executing any approved contracts, executing approved expenditures, and managing the Fund. The Administering Agency stands in a fiduciary relationship with the Board.

### **Section 8: Indemnification and Insurance.**

Each party to this Agreement agrees to indemnify and hold harmless the other participating parties and their elected officials, officers, and employees from any loss, claims, judgment, settlement or liability, including costs and attorney fees ("Damages"), arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party arising out of the decisions, directions, or activities made pursuant to the HM Agreement. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses and cost shall be recoverable from the indemnifying party.

Other than as set forth at Section 6 (a) herein, no party to the HM Agreement shall be deemed to be an agent of any other party to the HM Agreement, and each party hereto assumes liability for its own negligence, errors or omissions.

Each party further agrees to defend, indemnify, and hold harmless the Administering Agency/Fiscal Agent from any Damages arising out of Administering Agency/Fiscal Agent's acts or omissions undertaken in its capacity as Administering Agency/Fiscal Agent in any claim or action arising out of the activities under this Agreement brought by a member's official, officer, employee or other person(s) under the supervision or control of that member. This paragraph shall not apply to misappropriation of funds by the Administering Agency.

Each party shall maintain suitable commercial general liability and auto liability insurance coverage to provide protection from casualty losses by reason of activities contemplated by this Agreement. Each party shall provide Certificate of Liability Insurance or Evidence of Coverage upon the request of the Executive Board.

### **Section 9: Applicable Law.**

This agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by state law. If any litigation is filed between the parties regarding this agreement, the parties agree that venue shall rest in the Superior Court of King County, Washington.

**Section 10: Disputes.**

The parties agree to attempt mediation prior to the filing of any legal action, but mediation shall not be a condition precedent to filing a legal action.

**Section 11: No Third-Party Benefit.**

It is agreed that this agreement does not create a partnership or joint venture relationship between the parties and does not benefit or create any rights in any third party.

**Section 12: Entire Agreement.**

This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this HM Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the Executive Board.

**Section 13: Savings.**

Should any provision of this agreement be deemed invalid or inconsistent with any federal, state, or local law, ordinance or regulation, the remaining provisions shall continue in full force and effect.

**Section 14: Filing.**

A certified copy of this agreement will be filed with City Clerk, the King County Auditor and the Secretary of State pursuant to RCW 39.34.040.

**Section 15: Survivability.**

All covenants, promises, and performances that are not fully performed as of the date of termination shall survive termination as binding obligations.

**Section 16: No Waiver.**

No failure by any party to insist upon the strict performance of any condition of the HM Agreement, or to exercise any right or remedy for a breach thereof, shall constitute a waiver of any such breach or any other term or condition.

**Section 17. Neutral Authorship.**

Each of the provisions of the HM Agreement has been reviewed and negotiated and represents the combined work product of all participating agencies. No presumption or other rules of construction, which would interpret the provisions of this agreement in favor of, or against, the participating agency preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this agreement.



**Section 18. Independent Municipal Governments.** The parties recognize that all parties hereto are independent governments. Except for the specific terms of the HM Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each party.

**Section 19: Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**IN WITNESS WHEREOF**, the parties have executed this HM Agreement upon signature of all participating agencies.

**CITY OF BELLEVUE**

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk, City of Bellevue

Approved as to form:

\_\_\_\_\_  
City Attorney

**CITY OF BOTHELL**

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk, City of Bothell

Approved as to form:

\_\_\_\_\_  
City Attorney

**CITY OF KIRKLAND**

\_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

**CITY OF REDMOND**

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

**EASTSIDE FIRE & RESCUE**

\_\_\_\_\_  
Fire Chief

Approved as to form:

\_\_\_\_\_  
Attorney

**KING COUNTY FIRE DISTRICT #27**

\_\_\_\_\_  
Board Chair

Approved as to form:

\_\_\_\_\_  
Attorney

**CITY OF SNOQUALMIE**

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney



## Memorandum

**Date:** 8/4/2025  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-118  
**Type:** Consent Item

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

Fire	Adrian Sheppard	425-556-2200
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**DEPARTMENT STAFF:**

Fire	Jim Whitney	Deputy Fire Chief
Fire	Ameé Quiriconi	Deputy Fire Chief

**TITLE:**

Approval of a Contract with Leasing2 for the Financing of SCBA and Air Cylinder Equipment

**OVERVIEW STATEMENT:**

The Fire Department is proceeding with the purchase of Self-Contained Breathing Apparatus (SCBA) units and air cylinders to replace outdated and end-of-life safety gear. To support this investment, the Fire and Finance Departments recommend entering into a capital equipment lease agreement with Leasing2. The agreement will preserve departmental cash flow by spreading costs over multiple years while ensuring our firefighters are equipped with reliable and NFPA-compliant breathing apparatus.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Fire Department - Strategic Plan 2022-2027
- **Required:**  
Council approval is required for this lease contract.
- **Council Request:**  
N/A
- **Other Key Facts:**  
SCBA Replacement: Our current SCBAs have reached the last available hydrocycle period for their bottles, with only two years remaining before most become non-compliant. The packs themselves are outdated, and many

components can no longer be repaired or replaced.

- Redmond Fire attempted to secure grant funding but were informed that Redmond does not qualify individually. Our regional partners have already replaced their SCBAs through city budgets and do not share our need for a regional grant.
- In the last budget cycle, discussions deferred this replacement in hopes of securing grant funding; however, with no grant options available, immediate action is required.
- Due to increasing failures and escalating maintenance costs (\$68,000 so far this year), continued use of the current SCBAs is unsustainable. Fire is now at 12 years of use in a system designed for a 10-year recommended lifespan, with repairs contingent on parts availability and costs.
- A department-wide upgrade is essential to maintain consistency across all fire apparatus, preventing operational confusion and safety risks during emergency responses. Mixing different SCBA models in emergency scenarios could endanger firefighter safety.

**OUTCOMES:**

The lease will ensure the Fire Department can acquire and deploy modern SCBA and air cylinder systems without depleting reserves, enabling sustained investment in other essential services and capital needs. Equipment will be transferred and conveyed to the City at the commencement of the lease.

**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:**

See attachment for proposed costs and lease terms.

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

**Budget Offer Number:**

N/A

**Budget Priority:**

Safe and Resilient

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

***If yes, explain:***

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/15/2025	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:**

Air cylinder equipment expires in two years; current SCBA's are already outdated.

**ANTICIPATED RESULT IF NOT APPROVED:**

Due to the non-negotiable nature of maintaining SCBA's for legal and safety requirements, if leasing option is not approved, the Fire Department would need to expend significant cash reserves to purchase equipment outright, reducing flexibility for other capital or emergency needs.

**ATTACHMENTS:**

Attachment A: Leasing2 Agreement for SCBA and Air Cylinder Equipment (Unexecuted)



July 9, 2025

Sent via Email: [aosullivan@redmond.gov](mailto:aosullivan@redmond.gov)

Adam O'Sullivan  
Financial Services Manager  
City of Redmond

Re: Financing for SCBA and Cylinders, per attached

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***Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.***

***PLEASE READ:*** Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

**ALSO:**

- ✓ Please execute documents in **BLUE** ink.
  - ✓ As these are legal documents, we cannot accept double-sided printouts.
- 

- ☐ ***Lease Purchase Agreement***
  - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit A – Resolution of Governing Body Extract of Minutes***
  - Enter the date your resolution was adopted.
  - Signed by Lessee's authorized signatory.
  - Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.
- ☐ ***Exhibit B – Opinion of Lessee's Counsel***
  - Printed on attorney's letterhead and signed by attorney. Original signature required.
- ☐ ***Exhibit C – Certificate as to Arbitrage***
  - Enter the date by which the equipment is expected to be fully acquired in Item 4.
  - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit D – Description of Equipment***
  - Enter the address where the equipment will be located.
  - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit E – Payment Schedule***
  - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit F – Acceptance Certificate***
  - Please **DO NOT CHECK ANY BOXES** – this will be completed at closing, and you will receive a fully executed Agreement post-closing.
  - Signed by Lessee's authorized signatory.
- ☐ ***Exhibit G – Essential Use/Source of Funds Letter***
  - Enter a description of how the equipment will be used and the services it will provide.
  - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit H – Designation of Bank Qualification***
  - Signed and dated by Lessee's authorized signatory.

- ☐ **Exhibit I – Notice and Acknowledgement of Assignment**
- Signed and dated by Lessee’s authorized signatory.
- ☐ **Insurance Coverage Requirement**
- Enter the name, address & phone number of your insurance agent.
  - If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.
- ☐ **Billing Information**
- Enter all the requested information.
- ☐ **Escrow Agreement**
- Signed and dated by Lessee’s authorized signatory.
- ☐ **Escrow Agreement Exhibit A – (FOR FUTURE VENDOR PAYMENT(S) FROM ESCROW)**
- At least a week in advance of equipment delivery, contact Annette Keys, [akeys@leasing2.com](mailto:akeys@leasing2.com).
  - We will complete Escrow Exhibit A and scan it to you for signing along with the invoice(s) being approved for payment.
- ✓ **POST FUNDING REQUIREMENTS**
- ☐ **IRS Form 8038-G**
- We will email you this form for signature after the lease is funded.
- ☐ **Escrow Disbursements**
- Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

**ALL DOCUMENTATION SHOULD BE EMAILED FOR REVIEW PRIOR TO OVERNIGHTING.**

**PLEASE RETURN ALL DOCUMENTS BY: *AUGUST 14, 2025***

Email to:

Donna Womack

[dwomack@leasing2.com](mailto:dwomack@leasing2.com)

Phone: (813) 258-9888, Ext. 14

Overnight to:

Leasing 2, Inc.

1720 W. Cass St.

Tampa, FL 33606

Alternate contact:

Carter Meyers

[cmeyers@leasing2.com](mailto:cmeyers@leasing2.com)

Phone: (813) 258-9888, Ext. 15

**Thank you for your business.**



# LEASE-PURCHASE AGREEMENT

**LESSEE:**  
**City of Redmond**  
**15670 NE 85th Street**  
**Redmond, WA 98052**

**LESSOR:**  
**Leasing 2, Inc.**  
**1720 West Cass Street**  
**Tampa, FL 33606-1230**

**Dated as of August 15, 2025**

This Lease-Purchase Agreement (the "Agreement") dated as of **August 15, 2025** by and between **Leasing 2, Inc.** ("Lessor"), and **City of Redmond** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Washington** ("State").

## **WITNESSETH:**

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## **ARTICLE I DEFINITIONS**

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

## **ARTICLE II COVENANTS OF LESSEE**

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

## **ARTICLE III LEASE OF EQUIPMENT**

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

## **ARTICLE IV LEASE TERM**

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

**Section 4.03. Return of Equipment on Termination.** Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

## **ARTICLE V ENJOYMENT OF EQUIPMENT**

**Section 5.01.** Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

## **ARTICLE VI RENTAL PAYMENTS**

**Section 6.01. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

**Section 6.02. Payment of Rental Payments.** During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

**Section 6.03. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

**Section 6.04. Additional Interest in the Event the Interest is Taxable.** Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

**Section 6.05. Rental Payments to be Unconditional.** During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

**Section 6.06. Continuation of Lease Term by Lessee.** Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

**Section 6.07. Termination by Nonappropriation.** In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

**Section 6.08. Late Charges.** If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

**Section 6.09. Prepayment.** Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

## **ARTICLE VII TITLE TO EQUIPMENT**

**Section 7.01. Title to the Equipment.** During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, title to Equipment, shall immediately vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor.

**Section 7.02. Security Interest.** To secure the payment of all Lessee's obligations under this agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

## **ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

**Section 8.01. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

**Section 8.02. Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

**Section 8.03. Provisions Regarding Insurance.** At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

**Section 8.04. Advances.** In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

#### **ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

**Section 9.01. Damage, Destruction and Condemnation.** If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

**Section 9.02. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefrom from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

#### **ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT**

**Section 10.01. Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

**Section 10.02. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

**Section 10.03. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

#### **ARTICLE XI OPTION TO PURCHASE**

**Section 11.01** At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

#### **ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING**

**Section 12.01. Assignment by Lessor.** This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

**Section 12.02. No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

**Section 12.03. Lessee Negligence.** To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

#### **ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES**

**Section 13.01. Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

**Section 13.02. Remedies on Default.** Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessor shall have the right at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Declare all Rental Payments due or to become due during the Original Term or Renewal Term then in effect to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable;
- (b) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, and apply the proceeds of such sale, lease or sublease to pay the following items in the following order: (i) all cost and expenses of Lessor relating to the implementation of remedies under this Agreement as further provided herein; (ii) the applicable Purchase Price of the Equipment and (iii) the Rental Payments due during the Original Term or Renewal Term then in effect; and
- (c) Take whatever action under the Uniform Commercial Code or under other law or in equity as may appear necessary or desirable to enforce its rights as the owner or secured creditor of the Equipment.

Lessee further agrees that Lessee shall pay to Lessor such further amounts as may be sufficient to reimburse Lessor fully for its costs and expenses as incurred as a result of Lessee's default including, without limitation, Lessor's costs and expenses in enforcing, or endeavoring to enforce, its rights and remedies under the Agreement or incident thereto, including without limitation and to the extent not prohibited by applicable law, the Lessor's reasonable attorney's fees and expenses for enforcing Lessee's obligations hereunder.

**Section 13.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

#### **ARTICLE XIV MISCELLANEOUS**

**Section 14.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**Section 14.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 14.03. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 14.04. Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

**Section 14.05. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14.06. Delayed Closing.** In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

**Section 14.07. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**Section 14.08. Captions.** The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

**Section 14.09. Entire Agreement.** This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

**Section 14.10. Counterparts; Electronic Signature.** This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

**Section 14.11. Correction of Documents.** Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Agreement or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

**Section 14.12 WAIVER OF JURY TRIAL.** Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Agreement and agree that any dispute shall be determined by a court sitting without a jury.

**Section 14.13. Performance Bonds.** If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

**Section 14.14. Time is of the Essence.** Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

**LESSEE: City of Redmond**

**LESSOR: Leasing 2, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A**

**RESOLUTION OF GOVERNING BODY  
EXTRACT OF MINUTES**

**LESSEE:**        **City of Redmond**

At a duly called meeting of the governing body of Lessee held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was introduced and adopted.

**WHEREAS**, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

**WHEREAS**, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

**BE IT RESOLVED**, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

\_\_\_\_\_  
(Signature of Party to Execute  
Lease-Purchase Agreement and Escrow Agreement)

\_\_\_\_\_  
(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

\_\_\_\_\_  
Secretary/Clerk

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

---

**{LETTERHEAD OF LESSEE'S COUNSEL}**

**EXHIBIT B**

**OPINION OF LESSEE'S COUNSEL**

**LESSEE:**           **City of Redmond**

**DATE OF AGREEMENT:**           **August 15, 2025**

**Leasing 2, Inc.  
1720 West Cass Street  
Tampa, FL 33606-1230**

Ladies/Gentlemen:

As counsel for **City of Redmond** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **August 15, 2025** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Washington**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. \_\_\_\_\_, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

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**ORIGINAL SIGNATURE LETTER IS REQUIRED**

## EXHIBIT C

### CERTIFICATE AS TO ARBITRAGE

I, , hereby certify that I am duly qualified and acting , of **City of Redmond** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **August 15, 2025** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$1,558,367.02**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$1,558,367.02**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before \_\_\_\_\_.

5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: **City of Redmond**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

**EXHIBIT D**  
**DESCRIPTION OF EQUIPMENT**

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

**SCBA and Cylinders, per attached quotes and/or invoices**

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

\_\_\_\_\_  
Any one of seven fire stations

\_\_\_\_\_  
Redmond, WA 98052

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE:      **City of Redmond**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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**EXHIBIT E**  
**PAYMENT SCHEDULE**

LESSEE: City of Redmond  
EQUIPMENT COST: \$1,558,367.02  
COMMENCEMENT DATE: 8/15/2025  
INTEREST RATE: 5.08%

<b>PAYMENT</b>					<b>PURCHASE</b>
<b><u>NO.</u></b>	<b><u>DATE</u></b>	<b><u>PAYMENT</u></b>	<b><u>INTEREST</u></b>	<b><u>PRINCIPAL</u></b>	<b><u>PRICE*</u></b>
1	8/15/2026	\$202,599.21	\$79,163.06	\$123,436.15	\$1,468,794.87
2	8/15/2027	\$202,599.21	\$72,892.66	\$129,706.55	\$1,334,378.06
3	8/15/2028	\$202,599.21	\$66,303.73	\$136,295.48	\$1,193,536.13
4	8/15/2029	\$202,599.21	\$59,380.09	\$143,219.12	\$1,045,961.96
5	8/15/2030	\$202,599.21	\$52,104.75	\$150,494.46	\$891,333.74
6	8/15/2031	\$202,599.21	\$44,459.82	\$158,139.39	\$729,314.28
7	8/15/2032	\$202,599.21	\$36,426.54	\$166,172.67	\$559,550.30
8	8/15/2033	\$202,599.21	\$27,985.18	\$174,614.03	\$381,671.61
9	8/15/2034	\$202,599.21	\$19,115.01	\$183,484.20	\$195,290.31
10	8/15/2035	\$202,599.21	\$9,794.24	\$192,804.97	\$0.00
<b>Grand Totals</b>		<b>\$2,025,992.10</b>	<b>\$467,625.08</b>	<b>\$1,558,367.02</b>	

LESSEE: **City of Redmond**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* After payment of Rental Payment due on such date.

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## EXHIBIT F

### ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **August 15, 2025**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. \_\_\_\_\_ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
2. \_\_\_\_\_ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **City of Redmond**

By: \_\_\_\_\_

Title: \_\_\_\_\_

---

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO:      **Leasing 2, Inc.**

RE:      Lease-Purchase Agreement Dated **August 15, 2025**.

Reference is made to certain Lease-Purchase Agreement dated **August 15, 2025**, between **Leasing 2, Inc.** and **City of Redmond**, leasing the personal property described in Exhibit D to such Lease. This confirms and affirms that such equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

---

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---

---

Sincerely,

---

Date

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## EXHIBIT H

### DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **August 15, 2025**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Redmond** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year.

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **City of Redmond**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT I**

**NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT**

**Leasing 2, Inc.** ("Lessor") hereby gives notice to the **City of Redmond** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement, dated as of **August 15, 2025**, between **Leasing 2, Inc.** ("Lessor") and **City of Redmond** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **City of Redmond** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

**Santander Bank, N.A.**  
**P.O. Box 847386**  
**Boston, MA 02284-7386**

LESSEE: **City of Redmond**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**  
**1720 West Cass Street**  
**Tampa, FL 33606-1230**

FROM: **City of Redmond**  
**15670 NE 85th Street**  
**Redmond, WA 98052**

RE: INSURANCE COVERAGE REQUIREMENTS (Check one):

\_\_\_\_ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

AGENCY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/ ST/ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:  
\$500,000.00 per person  
\$1,000,000.00 aggregate bodily injury liability  
\$1,000,000.00 property damage liability

\_\_\_\_ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BILLING INFORMATION**

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: \_\_\_\_\_

Company: \_\_\_\_\_

Street Address or Box #: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: \_\_\_\_\_ (       ) \_\_\_\_\_

Fax: \_\_\_\_\_ (       ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Invoice Reference: \_\_\_\_\_ SCBA and Cylinders \_\_\_\_\_

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made and entered into as of **August 15, 2025** ("Escrow Agreement Date"), by and among Leasing 2, Inc. or its assigns ("Lessor"), **City of Redmond** ("Lessee") and Old National Wealth Management ("Escrow Agent").

### RECITALS

WHEREAS, Lessor and Lessee have entered into the Lease-Purchase Agreement dated **August 15, 2025** (the "Lease"), pursuant to which the equipment more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Escrow Agent agrees to serve as escrow agent for such funding and acquisition;

WHEREAS, Escrow Agent is hereby notified that Lessor expects to assign all of its right, title, and interest in and to, but not its obligations under, the Lease and this Escrow Agreement to **Santander Bank, N.A.**, including, in particular, but without limitation, and Lessor's right to approve all payment requests submitted by Lessee and Lessor's security interest in the Fund (as defined herein).

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Escrow Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Escrow Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Escrow Agent the sum of \$ **1,558,367.02** ("Escrow Amount") for deposit by Escrow Agent in an Escrow Account established in connection with the Lease (the "Fund"). The Fund will be administered by Escrow Agent pursuant to the terms of this Escrow Agreement. Lessee acknowledges that Escrow Agent may commingle the Escrow Amount held by Escrow Agent for the benefit of Lessee with other funds held by Escrow Agent for its own account, so long as the Escrow Agent maintains segregation of the Fund on the books and records of Escrow Agent. The Escrow Amount shall not be the property of the Escrow Agent, notwithstanding the fact that it may be commingled with other funds of the Escrow Agent.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Escrow Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Exhibit A", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Escrow Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Exhibit A", for that portion of the Equipment for which payment is requested. Payment by Escrow Agent shall be to the payee shown on the Escrow Disbursement Request Form. Escrow Agent may deduct overnight mailing fees from the Fund prior to any disbursement requested by Lessee in writing to be sent via overnight mail.
4. No fees are due to the Escrow Agent under this Escrow Agreement and neither the Lessee nor any assignee of Lessor shall be responsible for payment of any fees to the Escrow Agent.
5. Escrow Agent will invest the Fund, as specified by Lessor, in a Federated Government Obligation Money Market account, ticker GOSXX; provided, however, that notwithstanding anything herein, the yield on the Fund shall not be allowed to exceed the yield on the Lease. If the yield on the Fund at any time exceeds the yield on the Lease, the Lessor shall direct the Escrow Agent to invest the Fund in a lower yielding investment such that no arbitrage is earned on the Fund. Escrow Agent shall maintain the Fund until termination of the Fund pursuant to Section 6 hereof.
6. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Escrow Agent for all the Equipment, this Escrow Agreement shall terminate and the Fund shall be closed. If not terminated earlier, this Escrow Agreement shall terminate and the Fund shall close on the date that is three years after the Escrow Agreement Date ("Termination Date"). Upon termination of this Escrow Agreement and closing of the Fund, Escrow Agent shall transfer all remaining principal in the Fund to Lessor and such amounts shall be applied by Lessor to Lessee's next Rental Payment. Lessee agrees that any interest earned on the Escrow Amount held in the Fund in excess of the costs of the Equipment will be paid to Leasing 2, Inc.
7. Lessor and Lessee may by written agreement between themselves remove the Escrow Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Escrow Agent.
8. Escrow Agent may at any time and for any reason resign as Escrow Agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.



9. Escrow Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Escrow Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Escrow Agreement or the Lease.

10. Escrow Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Escrow Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.

11. Except to the extent it would invalidate the Lease or otherwise be prohibited by law, to secure the payment of all Lessee's obligations under the Lease, Lessee, grants to Lessor a security interest constituting a first lien on the Escrow Amount and on all amounts held in the Fund and any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain such first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.

12. The Lessor and Lessee, to the extent permitted by law, hereby agree to indemnify, defend, protect and hold the Escrow Agent, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Escrow Agent may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Escrow Agent's negligence or willful misconduct or its failure to act in accordance with the terms of this Escrow Agreement. This indemnity shall survive the termination of this Escrow Agreement or the removal or resignation of the Escrow Agent. The Escrow Agent agrees to indemnify, defend, protect and hold the Lessor, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Lessor may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Lessor's negligence or willful misconduct.

13. This Escrow Agreement may be amended only by written agreement executed by all the parties.

14. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.

15. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which the Lessee is organized.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

LESSOR: Leasing 2, Inc.

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE: City of Redmond

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ESCROW AGENT: Old National Wealth Management

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ESCROW AGREEMENT – Exhibit A

### ESCROW DISBURSEMENT REQUEST FORM

Old National Wealth Management, acting as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of **August 15, 2025**, by and among the Escrow Agent, Leasing 2, Inc. ("Lessor") and **City of Redmond** ("Lessee") (the "Escrow Agreement"), is hereby requested to pay to the person or corporation designated below as payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below, which equipment was financed pursuant to that certain Lease-Purchase Agreement dated **August 15, 2025**, by and between Lessor and Lessee (the "Lease"). The amount shown below is due and payable under the attached vendor invoice(s) of payee with respect to the described equipment and has not formed the basis of any prior request for payment from the escrow account established under the Escrow Agreement.

PAYEE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

DESCRIPTION OF EQUIPMENT: \_\_\_\_\_

INVOICE # \_\_\_\_\_ DATED: \_\_\_\_\_

Indicate Method for Payment Disbursement:

\_\_\_\_\_ Overnight Check \*\*\* \_\_\_\_\_ Regular Mail Check \_\_\_\_\_ Wire Funds

Mailing Address: \_\_\_\_\_

Wire Instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*Please note that there might be a fee charged for overnight delivery.  
This fee will be deducted from the escrow balance before disbursement is made.

**Lessee:** City of Redmond

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Assignee:** Santander Bank, N.A.

By: \_\_\_\_\_

Authorized Signer

### ACCEPTANCE CERTIFICATE

Lessee hereby acknowledges receipt in good condition of all the equipment described above and included on the attached vendor invoice(s), hereby accepts such equipment, and hereby certifies that Lessor or its assignee has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 8.03 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: \_\_\_\_\_

**Lessee:** City of Redmond

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Memorandum

**Date:** 8/4/2025  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-119  
**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	Adam O'Sullivan	Financial Services Manager

**TITLE:**

Amendment of Resolution 1604, Section 1.4) For purchases of Instructional/Artistic Services, to Revise Council Approval Limit

- a. Resolution No. 1609: A Resolution of the City Council of the City of Redmond, Washington, Amending Resolution No. 1604, Section 1.4) For purchases of Instructional/Artistic Services

**OVERVIEW STATEMENT:**

Amending Resolution No. 1604, Section 1.4) For purchases of Instructional/Artistic Services, to increase the Council approval limit for instructional and artistic services from \$75,000 to \$150,000 per total project cost.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Purchasing Policy, Resolution No. 1604
- **Required:**  
Resolutions require Council approval.
- **Council Request:**  
Council requested the City review its purchasing policies and procedures.
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Council approval of instructional and artistic agreements (i.e., parks and recreational programs, classes, and camps) would only take place when the total project cost would exceed \$150,000. Process and policy improvements will bring efficiencies for staff, City Council, and vendors.

**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:**

\$200,000 (this is the amount allocated specifically for Purchasing Process improvement work)

- \$75,000 in 2025
- \$125,000 in 2026

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

**Budget Offer Number:**

297 (Fiscal Accountability)

**Budget Priority:**

Strategic and Responsive

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

*If yes, explain:*

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
3/25/2025	Study Session	Provide Direction
7/8/2025	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Council approval would continue to be needed for instructional and artistic agreements with a total project cost of \$75,000 or more. This would result in continued administrative burden and potential delays for vendors and program delivery.

**ATTACHMENTS:**

Attachment A: Resolution

Attachment B: Redlined Version of Bidding and Signing Approval Levels Matrix

**CITY OF REDMOND  
RESOLUTION NO. XXXX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON, AMENDING RESOLUTION  
NO. 1604, SECTION 1.4) FOR PURCHASES OF  
INSTRUCTIONAL/ARTISTIC SERVICES

---

WHEREAS, the City Council passed Resolution No. 1503, and now desires to update its procurement policies and establish revised contract approval authority; and

WHEREAS, the City Council passed Resolution No. 1604, on May 20, 2025, amending Resolution No. 1503, Section 1) Bidding Thresholds and Authority; and

WHEREAS, the City Council passed Resolution No. 1608 on July 15, 2025, amending Resolution No. 1604, Section 1.6) Bidding Thresholds and Authority for Purchases of Public Works and Section 2) Small Works Roster as per RCW 35.23.352 and 39.04.152; and

WHEREAS, the City Council now desires to amend Resolution 1604, Section 1.4) For purchases of Instructional/Artistic Services. In all other respects, Resolution No. 1604, and its updates from Resolution No. 1608 shall remain unchanged; and

WHEREAS, Redmond is a code city operating under the Revised Code of Washington (RCW) Chapter 35A; and

WHEREAS, adopting changes to the procurement policies will ease the administration of procurement efforts; and

WHEREAS, the City Council now desires to institute the revised purchasing policies.

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

Section 1.      Bidding Thresholds and Authority. Purchases shall be made in accordance with the following:

1.      For purchases of Operating Supplies & Equipment:

Purchases in an amount of ten thousand dollars (\$10,000) or less shall not require competitive bidding. Purchases in an amount exceeding ten thousand dollars (\$10,000) and up to two hundred thousand dollars (\$200,000) shall require written quotations from at least three (3) different vendors to assure that competition is established. Purchases exceeding two hundred thousand dollars (\$200,000) shall require a formal bidding process. The Mayor, or designee, may waive the competitive process; the rationale for waiving the use of a competitive process must be documented and provided to the Purchasing division prior to contract award. The Mayor, or designee, shall execute such contracts.

2.      For purchases of Operating Services, Repair and Maintenance, and General Services:

Purchases in an amount of ten thousand dollars (\$10,000) or less shall not require competitive bidding. Purchases in an amount exceeding ten thousand dollars (\$10,000) and up to fifty thousand

dollars (\$50,000) shall require written quotations from at least three (3) different vendors to assure that competition is established. Purchases exceeding fifty thousand dollars (\$50,000) shall require a formal bidding process. The Mayor, or designee, may waive the competitive process; the rationale for waiving the use of a competitive process must be documented and provided to the Purchasing division prior to contract award. The Mayor, or designee, shall execute such contracts.

3. For purchases of Professional Services (excluding Architectural and Engineering Services) and Professional Technology Services as defined in RCW 39.04.270:

Purchases in an amount of ten thousand dollars (\$10,000) or less shall not require competitive bidding. Purchases in an amount exceeding ten thousand dollars (\$10,000) and up to fifty thousand dollars (\$50,000) shall require written quotations from at least three (3) different vendors to assure that competition is established. Purchases exceeding fifty thousand dollars (\$50,000) shall require a formal bidding process. The Mayor, or designee, may waive the competitive process; the rationale for waiving the use of a competitive process must be documented and provided to the Purchasing division prior to contract award. For purchases of Professional Technology Services, in accordance with RCW 39.04.270, a formal bidding process is required if a vendor is chosen by



competitive negotiation rather than competitive bidding. The Mayor, or designee, shall execute such contracts up to fifty thousand dollars (\$50,000). The City Council shall award such contracts that exceed fifty thousand dollars (\$50,000).

4. For purchases of Instructional/Artistic Services:

Purchases in an amount of ten thousand dollars (\$10,000) or less shall not require competitive bidding. Purchases in an amount exceeding ten thousand dollars (\$10,000) and up to seventy-five thousand dollars (\$75,000) shall require written quotations from at least three (3) different vendors to assure that competition is established. Purchases exceeding seventy-five thousand dollars (\$75,000) require a formal bidding process. The Mayor, or designee, may waive the competitive process; the rationale for waiving the use of a competitive process must be documented and provided to the Purchasing division prior to contract award. Purchases in an amount exceeding twenty-five thousand dollars (\$25,000) are required to have a cost recovery component, whereby the City recoups its costs through class registrations or other user fees. The Mayor, or designee, shall execute such contracts up to one hundred fifty thousand dollars (\$150,000). The City Council shall award such contracts that exceed one hundred fifty thousand dollars (\$150,000).

5. For purchases of Architectural and Engineering Services:

The Mayor, or designee, may contract with an entity that provides

roster services and adopt for City use a shared electronic database that maintains a consultant roster for architectural and engineering services, in accordance with the requirements of RCW 39.80. Firms or persons providing such professional services shall be added to the appropriate roster(s) at any time that they submit a written request and the necessary records.

Purchases in an amount of ten thousand dollars (\$10,000) or less shall require a review of at least one (1) Statement of Qualification. Purchases exceeding ten thousand dollars (\$10,000) shall require an evaluation of at least three (3) Statements of Qualification from the City's consultant roster, or a formal bidding process, in accordance with RCW 39.80. The Mayor, or designee, shall execute such contracts up to fifty thousand dollars (\$50,000). The City Council shall award such contracts that exceed fifty thousand dollars (\$50,000).

6. For purchases of Public Works:

The current statutory bid limits pursuant to RCW 35.23.352 reads, competitive bidding is not required for purchases up to seventy-five thousand five hundred dollars (\$75,500) if a single craft or trade is involved, or up to one hundred fifty thousand dollars (\$150,000) if more than one craft or trade is involved. The Mayor, or designee, shall execute and accept such contracts up to seventy-five thousand five hundred dollars (\$75,500) for a

single craft or trade, or up to one hundred fifty thousand dollars (\$150,000) for multiple crafts or trades.

Pursuant to Section 2 (Small works Roster) of this resolution, and in accordance with the current statutory bid limit in effect for RCW 39.04.152, purchases up to three hundred fifty thousand dollars (\$350,000) may be made using the small works roster process, or by a formal bidding process. Purchases exceeding three hundred fifty thousand dollars (\$350,000) shall require a formal bidding process. The Mayor, or designee, shall execute and accept such contracts up to three hundred thousand dollars (\$300,000). The City Council shall award and accept such contracts that exceed three hundred thousand dollars (\$300,000). This resolution does not alter the existing Council approval authority for Public Works contracts.

The Mayor, or designee, shall have the authority to execute change orders for public works contracts. For public works contracts that exceed three hundred thousand dollars (\$300,000), the Mayor or designee may, in his or her discretion, submit a change order for approval to the City Council when the cumulative change orders on the contract would exceed ten percent (10%) of the original contract amount.

7. For contract renewals:

Contract renewals shall not require competitive bidding if the original agreement contained a renewal provision. The Mayor, or

designee, shall execute such contract renewals.

If the original agreement did not contain a renewal provision, bidding and authority requirements shall be followed in accordance with the thresholds specified in this resolution for the applicable purchase type and amount. If the original agreement did not contain a renewal provision, then a contract amendment will need Council approval under the following conditions: (a) if a contract was not initially routed to Council but now the total cumulative contract amount is greater than the Council approval threshold for the purchase type; or (b) if a contract was routed to Council and now the total cumulative amendment amount exceeds the Council approval threshold.

8. For contract award amount:

The contract approval authority will be based on the total project amount, regardless of project length or annual spend.

Section 2.     Small Works Roster. The Mayor, or designee, may contract with an entity that provides roster services and adopt for City use a shared electronic database that maintains a small public works roster in accordance with the requirements of RCW 39.04.152. The following small works roster procedures are established for use by the City pursuant to the procedures then in effect for RCW 39.04.152:

1. Cost. The City need not comply with formal sealed bidding

procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed three hundred fifty thousand dollars (\$350,000), or the current statutory bid limit set forth in RCW 39.04.152. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

2. Number of Rosters. The City may create a single general small works roster or may create a small works roster for different specialties or categories of anticipated work. The City may also use other electronic rosters through an intergovernmental agreement with an entity that provides roster services. The small works roster(s) may make distinctions between contractors based upon different geographic areas served by the contractor.

3. Contractors on Small Works Roster(s). The small works roster(s) shall consist of all responsible contractors who have requested to be on the roster(s), and where required by law are properly licensed or registered to perform such work in this state. Contractors desiring to be placed on a roster must comply with all roster requirements and maintain current records of any applicable

licenses, certifications, registrations, bonding, insurance, and other information on file with the roster. Responsible contractors shall be added to an appropriate roster at any time that they submit a written request and the necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

4. Publication. At least once a year, the City, or an entity that provides roster services on behalf of the City, shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster(s) and solicit the names of contractors for such roster(s).

5. Telephone, Written, or Electronic Quotations. The City shall obtain telephone, written, or electronic quotations from contractors on the appropriate small works roster to assure that a competitive price is established, using the rules and procedures defined in RCW 39.04.152. Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five (5) contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. If the estimated cost of the work is from one hundred fifty thousand dollars \$150,000 to three

hundred fifty thousand dollars (\$350,000), or the current statutory limits set forth in RCW 39.04.152, the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

6. Award. The City shall award all contracts to the lowest responsible bidder as defined in RCW 39.04.010 and RCW 39.04.350. The City reserves the right to reject any and all bids. In accordance with these small works roster procedures, and in accordance with the contract approval authority for public works contracts, the Mayor, or designee, shall execute and accept such contracts up to three hundred thousand dollars (\$300,000), or the current statutory bid limit in effect for RCW 39.04.152. The City Council shall award and accept such contracts that exceed three hundred thousand dollars (\$300,000).

Section 3. Competitive Bidding Exemptions. In accordance with RCW 39.04.280, occasions may arise where competition among potential vendors is not required, including:

1. Emergencies. In the event of an emergency as defined in RCW 39.04.280, the Mayor, or designee, shall declare an emergency

situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the City to address the emergency situation. An "emergency" means any unforeseen circumstance beyond the control of the City that either: (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the City Council or the Mayor and duly entered of record no later than two (2) weeks following the award of the contract.

2. Sole Source. As defined in RCW 39.04.280, sole source procurements may be made without soliciting other bids or quotations when: (a) the purchase is clearly and legitimately limited to a single supplier; or (b) there are special facilities or market conditions that result in only one source. The rationale for waiving the use of a competitive process due to a sole source procurement must be documented and provided to the Purchasing Department prior to contract award. The Mayor, or designee, shall execute sole source contracts up to fifty thousand dollars (\$50,000). The City Council shall award sole source contracts that exceed fifty thousand dollars (\$50,000).



Section 4.      Intergovernmental Agreements.      Pursuant to RCW 39.34, the City may enter into intergovernmental agreements with other localities. In accordance with RCW 39.34.040, all intergovernmental agreements must be listed on the City's website or other electronically retrievable public source.

1.      Cooperative Purchasing Agreements. Under RCW 39.34, the City may make purchases using another agency's purchasing contract, in the interest of cooperatively sharing resources. The City may piggyback on other local, state, and federal contracts, as well as various purchasing consortiums, which shall satisfy the City's own bidding requirements. The Mayor, or designee, shall execute cooperative purchasing agreements.

2.      Interlocal and Interagency Agreements. Under RCW 39.34, the City may contract with other public agencies to perform governmental activities and deliver public services. The City Council shall award interlocal and interagency agreements.

Section 5.      Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court or competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this resolution.

Section 6.      Effective Date. This resolution will be effective immediately upon passage.

Section 7.        Amend. Resolution No. 1604 of the City of Redmond, passed by the City Council on May 20, 2025, is hereby amended.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

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

ATTEST:

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

(SEAL)

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

# Bidding and Signing Approval Levels

Last Updated: July 2025  
Resolution No. 1604, 1608



Type of Purchase	Project Amount	Competitive Pricing Desirable Process	Who Approves/Signs?	Project Amount	Quotes/Informal Proposals Process	Who Approves/Signs?	Project Amount	Formal Competitive Process Process	Who Approves/Signs?
Operating Supplies & Equipment	Up to \$10,000	Informal quotes are not required but encouraged to obtain best pricing.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director or Designee	\$10,001-\$200,000	Solicit 3 written bids. Director may waive use of competitive process by completing the Justification form.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Finance Director, COO or Mayor	Over \$200,000	Issue Invitation for Bid or Request for Proposal. Mayor or designee may waive use of competitive process by completing the Justification form.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Finance Director, COO or Mayor  <u>Council Approval:</u> None
Operating Services, Repair & Maintenance, and General Services	Up to \$10,000	Informal quotes are not required but encouraged to obtain best pricing.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director or Designee	\$10,001-\$50,000	Solicit 3 written bids. Director may waive use of competitive process by completing the Justification form.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Finance Director, COO or Mayor	Over \$50,000	Issue Invitation for Bid or Request for Proposal. Mayor or designee may waive use of competitive process by completing the Justification form.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Finance Director, COO or Mayor  <u>Council Approval:</u> None

# Bidding and Signing Approval Levels

Last Updated: July 2025  
Resolution No. 1604, 1608



Type of Purchase	Project Amount	Competitive Pricing Desirable Process	Who Approves/Signs?	Project Amount	Quotes/Informal Proposals Process	Who Approves/Signs?	Project Amount	Formal Competitive Process Process	Who Approves/Signs?
Professional Services	Up to \$10,000	Informal quotes are not required but encouraged to obtain best pricing.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director or Designee	\$10,001-\$50,000	Solicit 3 written bids. Director may waive use of competitive process by completing the Justification form.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Finance Director, COO or Mayor	Over \$50,000	Issue Invitation for Bid or Request for Proposal. Mayor or designee may waive use of competitive process by completing the Justification form.	<u>Purchase Req:</u> NBU Owner  (Council provides authorization for the Mayor or Designee to sign)
Professional Services – Technology Services as defined in RCW 39.04.270  <i>Approval from TIS Department required for all software or technology related purchases.</i>	Up to \$10,000	Informal quotes are not required but encouraged to obtain best pricing.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director or Designee	\$10,001-\$50,000	Solicit 3 written bids. Director may waive use of competitive process by completing the Justification form.  If vendor chosen by competitive negotiation, must post RFP.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Finance Director, COO or Mayor	Over \$50,000	Issue Invitation for Bid or Request for Proposal. Mayor or designee may waive use of competitive process by completing the Justification form.  Vendor may be chosen via a competitive negotiation rather than lowest bid.	<u>Purchase Req:</u> NBU Owner  (Council provides authorization for the Mayor or Designee to sign)

# Bidding and Signing Approval Levels

Last Updated: July 2025  
Resolution No. 1604, 1608



Type of Purchase	Project Amount	Competitive Pricing Desirable Process	Who Approves/Signs?	Project Amount	Quotes/Informal Proposals Process	Who Approves/Signs?	Project Amount	Formal Competitive Process Process	Who Approves/Signs?
Instructional and Artistic Services	Up to \$10,000	Informal quotes are not required but encouraged to obtain best pricing.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director or Designee	\$10,001-\$75,000	Solicit 3 written bids. Director may waive use of competitive process by completing the Justification form.  Contracts over \$25,000 required to have cost recovery.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director or Designee	Over \$75,000  Over \$150,000 Council approval required	Issue Invitation for Bid or Request for Proposal. Mayor or designee may waive use of competitive process by completing the Justification form.  Contracts over \$25,000 required to have cost recovery.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director, Finance Director, or COO  <u>Council provides authorization for the Mayor or Designee to sign if over \$150,000</u>  Over \$150,000 total project cost, Council provides authorization

# Bidding and Signing Approval Levels

Last Updated: July 2025  
Resolution No. 1604, 1608



Type of Purchase	Project Amount	Competitive Pricing Desirable Process	Who Approves/Signs?	Project Amount	Quotes/Informal Proposals Process	Who Approves/Signs?	Project Amount	Formal Competitive Process Process	Who Approves/Signs?
Contract Renewals (Non-Public Work)	Up to \$10,000	None if original agreement contained a renewal or extension provision.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director, Finance Director or COO	\$10,001-\$50,000	None if original agreement contained a renewal or extension provision. Otherwise, see applicable purchase type for bidding requirements.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Finance Director, COO or Mayor	Over \$50,000 additional	None if original agreement contained a renewal or extension provision. Otherwise, see applicable purchase type for bidding requirements.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Finance Director, COO or Mayor  <u>Council Approval:</u> None if original agreement contained a renewal or extension provision. Otherwise, Council approval required if (a) contract was not initially routed to Council but now the total cumulative contract amount is greater than the Council approval threshold for the purchase type; or (b) contract was routed to Council and now the total cumulative amendment amount exceeds the Council approval threshold.

# Bidding and Signing Approval Levels

Last Updated: July 2025  
Resolution No. 1604, 1608



Type of Purchase	Project Amount	Competitive Pricing Desirable Process	Who Approves/Signs?	Project Amount	Quotes/Informal Proposals Process	Who Approves/Signs?	Project Amount	Formal Competitive Process Process	Who Approves/Signs?
Sole Source RCW 39.04.280	Up to \$10,000	Complete the Non-Competitive Procurement Justification form available on the City's intranet.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director or Designee	\$10,001-\$50,000	Complete the Non-Competitive Procurement Justification form available on the City's intranet.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Finance Director, COO or Mayor	Over \$50,000	Complete the Non-Competitive Procurement Justification form available on the City's intranet.	<u>Purchase Req:</u> NBU Owner  <u>Council Approval:</u> Agreement Over \$50,000 (Council provides authorization for the Mayor or Designee to sign)
Intergovernmental Cooperative Purchasing Agreements		No requirement for competition when purchasing from a State contract or through an approved interlocal agreement for items approved through the budget process.	<u>Cooperative Agreement:</u> Finance Director or Fiscal Services Manager  Use purchase type for approval of Agreements sourced through approved Interlocal Agreements.						

# Bidding and Signing Approval Levels

Last Updated: July 2025  
Resolution No. 1604, 1608



Type of Purchase	Project Amount	Competitive Pricing Desirable Process	Who Approves/Signs?	Project Amount	Quotes/Informal Proposals Process	Who Approves/Signs?	Project Amount	Formal Competitive Process Process	Who Approves/Signs?
Interlocal (Interagency) Agreements, Grants		No requirement for competition, unless grant specifies differently	<u>Council Approval</u> : All  <u>Agreement</u> : Council provides authorization for the Mayor or designee to sign						
Architectural and Engineering Services RCW 39.80	Up to \$10,000	Advertise or review at least one Statement of Qualifications.	<u>Purchase Req</u> : NBU Owner  <u>Agreement</u> : Director, Finance Director or COO	\$10,001-\$50,000	Advertise or review at least 3 Statements of Qualifications from the current roster.	<u>Purchase Req</u> : NBU Owner  <u>Agreement</u> : Director, Finance Director or COO	Over \$50,000	Advertise or review at least 3 Statements of Qualifications from the current roster.	<u>Purchase Req</u> : NBU Owner  (Council provides authorization for the Mayor or Designee to sign)



# Bidding and Signing Approval Levels

Last Updated: July 2025  
Resolution No. 1604, 1608



Type of Purchase	Project Amount	Competitive Pricing Desirable Process	Who Approves/Signs?	Project Amount	Quotes/Informal Proposals Process	Who Approves/Signs?	Project Amount	Formal Competitive Process Process	Who Approves/Signs?
Public Works RCW 39.04 & 35.23.352  Amounts may be adjusted to match revisions in RCW limits.  All amounts must include sales tax.  <i>Resolution No. 1608</i>	Less than \$75,500 single craft or Less than \$150,000 multiple craft	Formal competitive process not required; however, preference is to obtain several quotes.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director, Finance Director or COO	Greater than \$75,500 single craft or \$150,000 multiple craft but less than \$350,000	Formal competitive bidding or small works roster may be used if developed in accordance with RCW 39.04.152.	<u>Purchase Req:</u> NBU Owner  <u>Agreement:</u> Director, Finance Director or COO if less than \$300,000; <u>Council provides authorization for the Mayor or Designee to sign if over \$300,000</u>	Over \$350,000	Formal competitive bid process.	<u>Purchase Req:</u> NBU Owner  (Council provides authorization for the Mayor or Designee to sign)

# Bidding and Signing Approval Levels

Last Updated: July 2025  
Resolution No. 1604, 1608



Type of Purchase	Project Amount	Competitive Pricing Desirable Process	Who Approves/Signs?	Project Amount	Quotes/Informal Proposals Process	Who Approves/Signs?	Project Amount	Formal Competitive Process Process	Who Approves/Signs?
Change Orders on Public Works	Total Project <= \$300,000  Increase keeps total to <= \$300,000  Increase takes total > \$300,000	If agreement has a contingency amount clearly noted in the agreement language, Director or designee may sign until amount exceeds. Then these rules apply.	<u>Agreement:</u> Director or Designee  Finance Director, COO or Mayor						
Change Orders on Public Works	Total Project > \$300,000  Accum. increase <= 10% of project cost  Accum. Increase > 10% of project cost	If agreement has a contingency amount clearly noted in the agreement language, Director or designee may sign until amount exceeds. Then these rules apply.	<u>Agreement:</u> Director or Designee  Finance Director, COO or Mayor. May require Council authorization.						



## Memorandum

**Date:** 8/4/2025  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-120  
**Type:** Consent Item

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Glenn Coil	Senior Planner

**TITLE:**

Adoption of an Ordinance Establishing the 2025-26 Annual Comprehensive Plan Docket

- a. Ordinance No. 3225: An Ordinance of the City of Redmond, Washington, Setting the Framework and Conducting Concurrent Review of the Cumulative Effect of All Proposed Amendments to the Redmond Comprehensive Plan and Related Amendments to the Redmond Zoning Code, for the 2025-26 Annual Comprehensive Amendment Review Docket, Including New and Amended Policies, Concurrent Zoning Amendments, and New and Amended Functional Plans

**OVERVIEW STATEMENT:**

Staff is asking Council to establish, via ordinance, the 2025-26 Annual Docket of Comprehensive Plan Amendments.

At the July 1, 2025, Committee of the Whole meeting, Council requested a study session to further discuss the implications for docketing a potential Council-initiated Land Use Map and concurrent Zoning Map amendment for 6900 188th Ave. NE, also known as the Redmond Flex site. At the July 22, 2025, Study Session, Council reviewed the property owner's letters requesting the amendment, as well as the "Docketing Threshold Criteria" and "Planning Commission Issues Matrix" in the Planning Commission Report.

Councilmembers noted that the amendment met the threshold criteria as set forth in RZC 21.76.070.J.6, Council has the authority to add amendments to the docket per RZC 21.76.070.J.3.c, there has been public discussion of adding the amendment, and the proposal relates to the City's goal of increasing housing. A majority of Councilmembers concluded that, in this case, in light of those facts, strict adherence to process should not preclude timely review of this proposal.

Council also affirmed the inclusion of the Transportation Element and Transportation Master Plan update in the 2025-26 docket as recommended by the Planning Commission.

The Planning Commission Report and Recommendation is attached.

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

**REQUESTED ACTION:**

☐ Receive Information      ☐ Provide Direction      ☒ Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond 2050 Comprehensive Plan, Policy PI-13
- **Required:**
  - The Growth Management Act, and specifically RCW 36.70A.130.2, requires and sets the legal framework for the continuing review and evaluation of comprehensive plans.
  - RZC 21.76.070.J establishes Redmond's procedures to create an annual docket of proposed Comprehensive Plan amendments and review proposed amendments.
- **Council Request:**  
N/A
- **Other Key Facts:**  
RZC states that Council must approve the Annual Comp Plan docket by August 31 of each year.

**OUTCOMES:**

Council adoption of an ordinance establishing the 2025-2026 Annual Docket of Comprehensive Plan Amendments will allow for review and consideration of docketed amendments by August 2026 in accordance with the procedural requirements set forth under state law and the Redmond Zoning Code.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Planning Commission held a public hearing on May 28, 2025.
- **Outreach Methods and Results:**  
The 2025-26 Docket was included on the City website, a 21-day notice for the public hearing was published, and was advertised in City publications.
- **Feedback Summary:**  
There was support for including the Transportation Master Plan update on the annual docket for 2025-26. Additionally, a property owner requested that Council include a Land Use Map and Zoning Map amendment for their property at 6900 188<sup>th</sup> Ave NE.

**BUDGET IMPACT:**

**Total Cost:**

\$5,350,743 is the total value of the Community and Economic Development offer, which includes the staff time devoted to this work.

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

**Date:** 8/4/2025  
**Meeting of:** City Council Special Meeting

**File No.** AM No. 25-120  
**Type:** Consent Item

**Budget Offer Number:**  
0000304 - Community and Economic Development

**Budget Priority:**  
Vibrant and Connected

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

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

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

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

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/1/2025	Committee of the Whole	Provide Direction
7/22/2025	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**  
RZC 21.76 requires that Council approve the Annual Review Docket by Aug. 31.

**ANTICIPATED RESULT IF NOT APPROVED:**  
Delay in review and approval of items awaiting consideration.

**ATTACHMENTS:**  
Attachment A: Planning Commission Report  
Attachment B: Appendices  
Attachment C: Ordinance Establishing the 2025-26 Annual Docket



Annual Docket Year:	2025-2026	
Staff Contact:	Glenn B. Coil, Sr. Planner	425.556.2742

FINDINGS OF FACT

Public Hearing and Notice

- a. Planning Commission Study Session and Public Hearing Dates
- I. The Planning Commission held study sessions on May 28 and June 11, 2025.

II. The Planning Commission held a public hearing on adding proposed amendments to the 2025-2026 annual docket of Comprehensive Plan amendments on May 28, 2025, and continued the written portion of the hearing to June 11, 2025. Public comments received during the public hearing are provided in Attachment D and Attachment E. The Planning Commission closed the public hearing on June 11, 2025.
- b. Notice and Public Involvement
- The public hearing notice (Attachment F) was published in the Seattle Times on May 7, 2025 in accordance with RZC 21.76.080 Review Procedures - Notices. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas and distributed by email to various members of the public and various agencies.

Annual Comprehensive Plan Amendment Docket Application Summary and Criteria Evaluation

	Applicant	Proposal	Intended Outcome
Transportation Element and Master Plan update	City of Redmond	<ul style="list-style-type: none"><li>Update and adopt the Transportation Master Plan (TMP) as part of the Redmond 2050 Comprehensive Plan.</li><li>Streamlining the Transportation Element by moving appendices to the TMP.</li><li>Misc. updates to the Transportation element to ensure consistency with the updated TMP.</li></ul>	<ul style="list-style-type: none"><li>A streamlined Transportation Element.</li><li>An updated TMP that includes Transportation Element appendices that are not required under the Growth Management Act, and which can be updated more easily and on a more frequent cadence.</li></ul>

The proposed amendment meets the criteria to be included in the annual docket as summarized below and shown in Attachment B.

Criteria	Staff Evaluation
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Planning Commission Report and Recommendation  
2025-2026 Annual Docket of Comprehensive Plan Amendments  
June 25, 2025

a. Appropriate mechanism	Meets
b. Appropriate to individually docket	Meets
c. Consistent with law, policy	Meets
d. Adequate resources	Meets
e. Community interests, changed conditions	Meets
f. Not considered, rejected in last two years	Meets

The Commission also considered inclusion of a second item, a Land Use Map and concurrent Zoning Map amendment for 6900 188th Ave. NE, also known as the Redmond Flex site, but ultimately decided not to recommend adding that item. A summary of the Commission’s discussion can be found in Attachment C.

RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed:

- Annual Docket Applications for 2025-26 (Attachment A)
- Docketing Threshold Criteria Analysis (Attachment B)
- Public Comments (Attachments D and E)

Recommendation

The Planning Commission concludes that the following annual docket applications are **consistent with the threshold criteria set forth in RZC 21.76.070.J.6 Threshold Criteria** and recommends that they be added to the 2025-26 Annual Docket of Comprehensive Plan Amendments.

- Transportation Element and Master Plan update

REVIEWED AND APPROVED BY THE PLANNING COMMISSION



Seraphie Allen, Deputy Director  
Planning and Community Development

Signed by:  
  
2E66B184628E4A6...

Susan Weston  
Planning Commission Chair

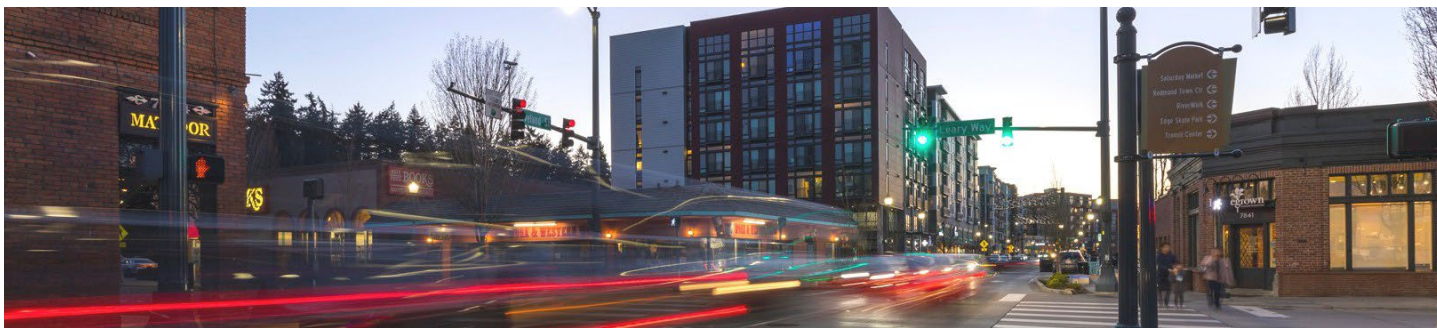
Attachments

- A. Annual Docket Applications
- B. Docketing Threshold Criteria Analysis
- C. Planning Commission Issues Matrix
- D. Planning Commission Public Hearing Minutes for May 28, 2025
- E. Written Public Comments
- F. Public Hearing Notice

## 2025-26 Annual Docket Appendices

- A. Comprehensive Plan Amendment application – Transportation Element and Transportation Master Plan update
- B. Docketing Threshold Analysis
- C. Planning Commission Issues Matrix – Final
- D. Public Hearing Meeting Minutes – May 28, 2025
- E. Written Public Comments
- F. Notice of Public Hearing – May 7, 2025





# Comprehensive Plan Amendment Application



**Redmond**  
WASHINGTON

[redmond.gov/ZoningCode](http://redmond.gov/ZoningCode)

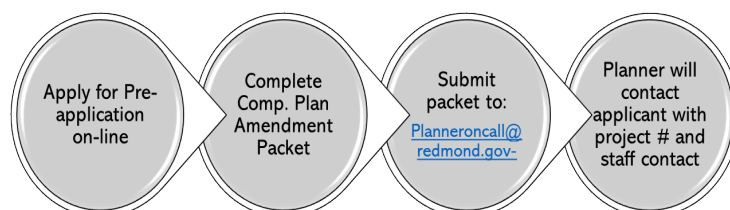
This application is for requesting an amendment to Redmond's Comprehensive Plan and associated Zoning Code provisions as part of the Comprehensive Plan amendment process.

## BACKGROUND

Changes to the Comprehensive Plan, and some Zoning Code regulations such as property-specific zoning designations, are allowable once per year under state law. As the first step in this process, the City invites interested parties to identify proposed changes. Afterward, the Redmond Planning Commission and then City Council review and confirm the list of amendments to be considered over the course of the year. The purpose of establishing this list (known as the annual *Comprehensive Plan Docket*) is to coordinate proposed changes and to help the community track progress and monitor collective impacts. This application form is the mechanism by which individuals may propose Comprehensive Plan amendments and Zoning Code amendments (when a revision to the Comprehensive Plan is needed to support the change to the Zoning Code).

## APPLICATION PROCESS AND DEADLINE

Any individual, organization, business, or other group may propose an amendment. For site-specific proposals, a minimum of 75% of property owners must confirm agreement by signing this document. Proposals to amend the Comprehensive Plan and associated Zoning Code provisions must be received electronically by **5 pm on April 1st**. Proposals received after the deadline will be considered as part of subsequent annual docketing processes.



## Pre-Application Conference

A pre-application conference is required prior to the submittal of an application for a Comprehensive Plan/ Comprehensive Plan Zoning Code Amendment. You can find the applicable forms on our website.

[Pre-Application-Form-with-Technical-Review-PDF \(redmond.gov\)](#)

Applicants will be notified via email regarding any additional needed documentation, such as environmental documents or transportation studies.

Submit completed applications to:  
[planneroncall@redmond.gov](mailto:planneroncall@redmond.gov)

**City of Redmond**  
**Development Services Center**  
15670 NE 85th Street, Redmond 98052

Need Assistance? Not sure if your proposal requires a Zoning Code Amendment or have other questions?  
Contact: **Planner On Call**, at 425-556-2494 or [planneroncall@redmond.gov](mailto:planneroncall@redmond.gov).

# Comprehensive Plan Application

**NOTICE:** Materials delivered by courier or by mail **will not be accepted.**

Name: \_\_\_\_\_

Site Address (if applicable): \_\_\_\_\_

Parcel Number(s) (if applicable) \_\_\_\_\_

Acres: \_\_\_\_\_ Zoning: \_\_\_\_\_

## CONTACT INFORMATION

Applicant: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## Authorized Agent

*The undersigned hereby certifies that all information submitted with this application is complete and correct to the best of my knowledge.*

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## Pre application date

Pre-Application Meeting Date: \_\_\_\_\_ Pre-Application Project Number: LAND-202\_\_-\_\_\_\_\_

## Electronic Plan Review Submittal Standards

Electronic plans that do not meet the requirements below will fail and will result in the application being deemed incomplete and will not be reviewed until complete.

### A. File Naming Standards:

**Bolded** items noted under Submittal Requirements indicate the naming convention in which the particular submittal must be named. For example, the General Application must be named **General Application Plan**.

### B. Plan Sheet Standards:

All plans must be drawn to scale.

### C. Acceptable File Types

All application materials shall be submitted by email

*Plans:* Plans must be submitted in a PDF format.

*Documents:* Calculations, reports and other supporting documents (non-drawing files) must be submitted as a PDF.

### D. Plan Orientation: All plans must be submitted in "Landscape" format in the horizontal position.

## Description of Proposed Amendment

If this proposal is for a **text amendment**, describe proposed change you are requesting. Please reference the Comprehensive Plan section and, if applicable, the Redmond Zoning Code section you are proposing for amendment.

Comprehensive Plan Text Amendment

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Zoning Code Text Amendment

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If this proposal is for a **property specific amendment, or a Land Use Map or land use designation change** (also see questions page 4):

What is the current Comprehensive Plan land use designation and zoning?

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What is your desired Comprehensive Plan land use designation and zoning?

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What land uses are located on and adjacent to the area proposed for amendment?

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## Submittal Requirements

- A. Application Fees can be found on the [Development Services Fees web page](#), under Land Use and Development Review Fee Schedule.
- B. Complete and signed copy of the Comprehensive Plan Application Form.
- C. Completed and answers to the Comprehensive Plan Amendment questions below.
- D. Completed and signed SEPA Application Form and SEPA Checklist for non-project action.
- E. **Signature Document** identifying signatures of owners comprising 75% of the owners of the property within the boundary of the proposed amendment.
- F. **For map changes only:** Attach a map that shows the boundaries of the proposed amendment with the following information:
  - ☐ Parcels and streets located within and adjacent to the proposed amendment.
  - ☐ Street address(es) and King County Parcel Number(s) of the property within the boundaries of the proposed amendment.
  - ☐ The map must be suitable for public notice purposes; the scale shall be between 1 inch equals 100 feet and 1 inch equals 800 feet.

## Comprehensive Plan Amendments Questions

Questions 1 through 7 apply to all proposed amendments. Please answer the questions in writing and attach them to the application. Answer all questions separately and reference the questions number in your answer.

1. What is your proposed amendment intended to accomplish include the desired change you are seeking?

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2. Are you aware of any public support for your proposed amendment?

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3. How will your proposal support the goals contained in Redmond's Comprehensive Plan and provided on Page 5.

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4. How will the proposal address the long-term interests and needs of the community as a whole?

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5. How will the proposal support other applicable policies and provisions from Redmond's Comprehensive Plan?

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6. Have there been any unanticipated consequences of the current policy that might necessitate a change to that policy.

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7. If a change in allowed uses is proposed, discuss the need for the land use which would be allowed and whether the change would result in loss of capacity to accommodate other needed uses.

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## Comprehensive Plan Amendments Questions

The following questions apply only to changes to the Land Use Plan Map or land use designation. In addressing these additional questions, describe both positive and negative impacts and any measure you would take to mitigate negative impacts.

1. Describe the suitability of the area for the proposed designation, considering the adjacent land uses and the surrounding development pattern, and the zoning standards under the potential zoning classification.

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2. Describe the extent to which the proposal supports: a) Redmond's preferred land use pattern as described in the Comprehensive Plan Land Use Element, and b) the community design objectives contained in the Community Development and Design Element

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4. Are there any changed conditions on the subject property or its surrounding area that might support a change to the Land Use Plan Map or land use designation.

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5. Are there any other changes to the Land Use Plan Map or adopted policies that support a revision to the requested change?

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- ☐ To foster a sense of welcoming and inclusion as we transition from a suburb to an intercultural city.
- ☐ To sustain and enhance resilient natural systems and 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.

## Docketing Threshold Criteria

The following threshold decision criteria per [RZC 21.76.070.J.6](#) will be used in determining which proposed Comprehensive Plan amendments will receive further consideration in a given docket cycle.

Proposed Amendment: **Transportation Element and Master Plan update**

Criteria	Staff Evaluation	Notes
1. Amending the Comprehensive Plan is the most appropriate mechanism available, as the desired outcome cannot be addressed as a regulatory or budgetary process, or by a work program approved by City Council.	Meets	The Transportation Master Plan (TMP) is used to fulfill GMA requirements for transportation and capital facilities and is adopted by reference into the Transportation and Capital Facilities elements.
2. The proposed amendment is best addressed as an individually docketed item, instead of evaluated as part of a periodic update to Redmond's Comprehensive Plan, neighborhood plan update, or other planning processes such as those led by regional or state agencies.	Meets	The drafting and adoption of the TMP update is outside the window of the recent periodic review and update of Redmond's 2050 Comprehensive Plan.
3. The proposed amendment is consistent with policy implementation in the King County Countywide Planning Policies, the Growth Management Act, other state or federal law, and the Washington Administrative Code.	Meets	The TMP is being drafted to support and implement the recently updated Transportation element, which was found to be consistent with applicable policies and laws.
4. The proposed amendment can be reasonably reviewed within the staffing resources and operational budget allocated to the Department. In making this determination the following shall be considered:	Meets	The TMP update is part of the Planning Department's regular workplan.

Criteria	Staff Evaluation	Notes
<ul style="list-style-type: none"> <li>i. The amount of research and analysis needed to develop the proposal;</li> <li>ii. The potential for the proposal to impact multiple sections of the Comprehensive Plan and or zoning code;</li> <li>iii. The amount of public engagement needed to fully develop the amendments; and</li> <li>iv. If consultant support would be needed to fully develop the proposal.</li> </ul>		
5. The proposed amendment addresses the interests and changed conditions of the entire City as identified in its long-range planning and policy documents and is compatible with the overall vision and goals of the Comprehensive Plan.	Meets	The TMP is being updated to ensure consistency with the Redmond 2050 Comprehensive Plan goals and growth targets.
6. The proposed amendment or similar amendment has not been considered or rejected within the last two years.	Meets	This is a new update of the TMP, and is the first docket amendment since the adoption of the updated Redmond 2050 Comprehensive Plan.

Item	Discussion Notes	Issue Status
<b>Proposed Amendment - Land Use Map and Zoning Map - Redmond Flex Site - 6900 188th Avenue NE</b>		
1.	<p>Timing of application  (all)</p> <p><b><u>Commission Discussion</u></b></p> <p>Commissioners request a summary of past discussion on this parcel and communications and requests for land use/zoning changes.</p> <p><b><u>Staff Comments</u></b></p> <p>Concurrent to the Redmond 2050 update process, property owner pursued a development agreement (DA) and site plan entitlement for the site known as Redmond Flex that included a proposed two-story building containing approximately 133,500 square feet of manufacturing/wholesale trade use, and approximately 1,500 square feet of commercial/retail use.</p> <p>The City Council held a public hearing on the DA on Nov 21, 2023, and following the hearing, approved the DA by <a href="#">Resolution 1579</a>.</p> <p>More information can be found -</p> <ul style="list-style-type: none"> <li>• Council hearing and approval - <a href="#">Redmond Flex 11.21.2023</a></li> <li>• <a href="#">Redmond Flex   Redmond, WA</a></li> </ul> <p>Subsequent to adoption of the Development Agreement, the property owner submitted comments during Planning Commission review of Redmond 2050 Code Package expressing desire for the parcel to have residential uses allowed on the site. This can be found in the PC issues matrix as issue 38 - <a href="https://www.redmond.gov/DocumentCenter/View/36510/2025_02-12---Redmond-2050--2025-Code-Pkg-Part-1-and-2--PC-Rpt-Appendices#page=28">https://www.redmond.gov/DocumentCenter/View/36510/2025_02-12---Redmond-2050--2025-Code-Pkg-Part-1-and-2--PC-Rpt-Appendices#page=28</a>, and is reprinted below:</p> <p><i>(Opened 11/6/24, closed 12/4/24)</i>  <b>Commission Discussion</b>  Commissioners asked to discuss public testimony concerning allowing housing on or adjacent to parcels owned by the Lake Washington School District (LWSD). The</p>	<p>Opened 5.28</p> <p><b>Closed</b> <b>6.11.2025</b></p>



Item	Discussion Notes	Issue Status
	<p>testimony was specifically aimed at the split-zoned parcel at 6900 188th Ave. NE, adjacent to the site recently purchased by LWSD.</p> <p><b>Staff Comments</b> Redmond is not planning for housing in every zone. Specifically, the Land Use Element, as proposed, identifies the Manufacturing Park and Business Park land use designations as, "locations for a variety of businesses that supply employment opportunities and services for Redmond and the region." It goes on to elaborate what that means. Notably, the old Comprehensive Plan does mention housing in the Business Park designation policies, and this has been removed as part of Redmond 2050. Further, the preferred growth alternative evaluated in the SEPA process for Redmond 2050 does not include housing in BP zones. The property owner could offer an amendment to the Comprehensive Plan as part of an annual docket in order to pursue the request to allow housing in some BP-zoned areas.</p> <p>In addition, the property owner has advocated with elected officials to have housing remain an allowed use in the BP zone, at least in certain areas, as recently as this spring (2025).</p>	
2.	<p>Threshold Criteria Analysis  (all)</p> <p><b><u>Commission Discussion</u></b> Commissioners will discuss results of threshold criteria analysis for this potential amendment as it relates to its recommendation that it be included on the 2025-26 annual docket.</p> <p><b><u>Staff Comments</u></b> See <a href="#">Attachment B</a> in the packet for June 11.</p> <p><b><u>Commission Discussion 6.11.25</u></b> Commissioners considered adding a land use map change and rezone of the Columbia Pacific Advisors (also known as the Redmond Flex) site at 6900 188<sup>th</sup> Ave. NE, but ultimately decided not to. The discussion focused on whether this was a circumstance in which the Commission should use the code authority it has to independently recommend addition of comprehensive plan amendments to the annual docket.</p>	<p>Opened 5.28</p> <p>Closed 6.11.2025</p>

Item	Discussion Notes	Issue Status
	<p>Points made in favor included that the authority exists in code and that City representatives indicated that the land use and zoning map change would best be considered as part of the annual docket. Points made against included discomfort using rarely-used code provision for this specific case; belief that applicant could have, and should have, filed an application instead; and concern about setting precedent.</p>	



## REDMOND PLANNING COMMISSION

Susan Weston, Chair | Jeannine Woodyear, Vice-Chair  
Adam Coleman | Bryan Copley | Denice Gagner  
Tara Van Niman | Aparna Varadharajan

### MEETING MINUTES

#### REDMOND PLANNING COMMISSION MEETING

Wednesday, May 28, 2025 — 7:00 p.m.

#### 1. Call to Order & Roll Call — 7:00 p.m.

Commissioners Present: Chair Susan Weston, Vice-Chair Woodyear, Commissioners Bryan Copley, Tara Van Niman, and Aparna Varadharajan

Commissioners Excused: Commissioners Adam Coleman and Denice Gagner

Staff Present: Lauren Alpert, Jeff Churchill, Glenn Coil, Francesca Liburdy, and Chris Wyatt

Recording Secretary: Carolyn Garza, LLC

#### 2. Approval of the Agenda

- *Motion to approve the Agenda by Commissioner Copley, seconded by Commissioner Van Niman. The Motion passed.*

#### 3. Approval of Meeting Summaries

- *Motion by Commissioner Aparna to approve the April 23, 2025 meeting summary and April 30, 2025 annual workshop meeting summary. Motion seconded by Vice-Chair Woodyear. The Motion passed unanimously.*

#### 4. Items from the Audience (General)

- **David Morton**, Redmond 98053, stated that a resilient transportation system helps to manage growth and enhance quality of life, and being encouraged by Redmond Planning. Some concerns are regarding funding and implementation, greenhouse gas emissions, and the condition of pavement and uncompliant curb ramps in Redmond.

Redmond Planning Commission Meeting Minutes  
**May 28, 2025**

## 5. 2025-26 Annual Docket (Public Hearing and Study Session)

Senior Planner Coil gave the presentation.

### *Public Hearing*

- **Ben Varin**, Woodinville 98077, requested consideration of an amendment to the Comprehensive Plan to address a split-zone condition on the property located at 6900 – 188<sup>th</sup> Avenue Northeast. An email had been sent to the Commission earlier in the day from Rebecca Bloom. Residential use is desired on the site and zoning code is about to change to not allow residential in business park zones although currently allowed.
- **David Morton**, Redmond 98053, stated support for the transportation element of the Comprehensive Plan update. A more robust financing plan, more aggressive strategies to reduce greenhouse gases, and an action plan to address curb ramps and pavement issues need to be in place, however.

### *Study Session*

Senior Planner Coil asked if issues mentioned during Public Testimony or any other issues, should be added to an Issues Matrix.

Commissioner Copley asked if the zoning change request to the site should be included in the 2025 Docket. Senior Planner Coil replied that the Commission can vote, and that as the request has been received today analysis by staff should occur, to be presented at the next meeting. Senior Planner Coil described the Docket process for privately proposed amendments. Commissioner Copley stated that the site issue is familiar to the Commission and that the issue should not be delayed to the 2026 Docket. Chair Weston replied that staff has not yet evaluated the request to determine if all criteria have been met.

Commissioner Aparna asked when the Docket process calendar was published to the public. Senior Planner Coil replied that publishing the calendar is a requirement under the Growth Management Act (GMA). Commissioner Aparna asked if the applicant had reached out to staff prior to April 1<sup>st</sup> and Senior Planner Coil replied not being aware but would check.

Chair Weston asked that a summary of the history of communication regarding the site in question be added to the Matrix, as well as whether threshold criteria has been met. Vice-Chair Woodyear stated that summarizing previous conversations will be helpful. Chair Weston stated that what is being asked for has changed between previous conversations and the email received today.

Commissioner Van Niman asked for clarification that the due date of April 1<sup>st</sup> was missed by the applicant, but that the issue can still be added to the Docket, and in support of allowing the issue this year. Chair Weston stated that unless there is good reason the process should remain. Senior Planner Coil stated that the Commission and Council have the authority to consider items of city importance and that there is still time before the adoption of the Docket. Planning Manager Jeff Churchill replied that code gives the

Redmond Planning Commission Meeting Minutes  
**May 28, 2025**

Planning Commission and Council authority to add items to the Docket but does not set a timeline, and described further options for the Commission.

Commissioner Copley stated support for processes prescribed by staff to be upheld, but also preferring more housing in Redmond and in support of considering the issue.

Commissioner Van Niman asked for an example of moving issues between Master Plan and Elements before and now. Senior Planner Coil replied that the issue is a discussion regarding the plan rather than docketing, and that the update is ongoing.

Chair Weston stated that knowing how notifications occur relative to the calendar would be helpful. Senior Planner Coil replied by describing different requirements. Senior Transportation Planner Liburdy replied that further GMA required chapters will be brought to the next Commission meeting and described outreach efforts.

## **6. Annual Redmond Zoning Code – Amendments Study Session (Code Cleanup Package)**

Long Range Planning Manager Churchill presented the topic.

### *Study Session*

Commissioner Copley asked what the least parking required had been for any previous use where non-conforming parking is triggered. Planning Manager Churchill explained the reasoning for a change.

Chair Weston asked if FEMA floodway and zero-rise floodway are two separate definitions. Planning Manager Churchill replied that adding the question to the matrix will provide an accurate reply in writing.

Planning Manager Churchill stated that on the Redmond.gov website, suggestions for the zoning code can be submitted.

## **7. Planning Commission Norms (2025 Annual Workshop)**

Senior Planner Alpert presented the topic.

- *Motion by Commissioner Copley to approve the 2025 Planning Commission Norms. Motion seconded by Commissioner Van Niman. The Motion passed unanimously.*

## **8. Staff & Commissioner Updates**

Senior Planner Alpert stated that the Transportation Master Plan (TMP) will come to the Commission in June, 2025, and chapters will be sent tomorrow to allow for extra review time.

Redmond Planning Commission Meeting Minutes  
**May 28, 2025**

**9. Adjourn**

- *Motion to adjourn at 7:52 p.m. by Commissioner Copley, seconded by Commissioner Van Niman. The Motion passed.*

**Minutes approved on:**

6/12/2025

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**Planning Commission Chair**

*Susan Weston*

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## 2025-26 Annual Docket

### Written Public Comments

1. Dave Morton – May 28, 2025
2. Dave Morton – June 11, 2025
3. Dave Morton – June 11, 2025
4. Rebeca Bloom, Columbia Pacific Advisors – May 28, 2025
5. Rachel Mazur, Columbia Pacific Advisors – June 2025
6. Rachel Mazur, Columbia Pacific Advisors – June 11, 2025

I'm here to voice my strong support for [adding the amendment of the Comp Plan's Transportation Element and Master Plan update to the 2025-26 annual docket](#). I have reviewed the application and the staff's analysis, and I completely agree with the rationale presented.

[Streamlining the Transportation Element by moving the more technical, dynamic appendices into the Transportation Master Plan](#) is a logical and efficient step. This will provide the city with the necessary flexibility to keep its transportation plans current and responsive to Redmond's evolving needs, which is a critical function of good governance.

However, my support for docketing this item goes beyond simple administrative efficiency. This update is not just a housekeeping task; it's an essential opportunity that you should seize. As I noted before, while the vision in the current Transportation Element is commendable, there are significant challenges that must be addressed. This docketed update process is the correct forum for that work.

Specifically, I urge you to use this opportunity to [develop a more robust financing plan](#). This includes securing dedicated funding to complete the [active transportation networks](#) and to increase [transit frequency](#), providing genuine alternatives to driving. Redmond should also develop more aggressive strategies to [ensure that overall greenhouse gas emissions decline](#). While the goal of a [50% per-capita Vehicle Miles Traveled \(VMT\) reduction](#) is laudable, if total emissions still increase as forecast, Redmond is not meeting its climate obligations.

And critically, Redmond must create a concrete action plan to rectify existing deficiencies, like the fact that [80% of the city's curb ramps are not ADA compliant](#). The [plan's vision of a Redmond where residents can safely walk or roll to their destinations](#) is directly undermined by this failing infrastructure. Addressing these foundational safety and equity issues cannot be postponed.

Voting to docket this amendment not only approves a work item, it commits to a process that will directly tackle these fundamental challenges. I urge you to recommend that the Council approve this item for the docket. Thank you.



I'd like to comment on the ["Redmond Flex" urban development project](#) located in Southeast Redmond.

This project, with its proposed **manufacturing and wholesale trade space**, alongside a small retail component, represents a truly significant development for the Southeast Redmond community. While I certainly appreciate the potential for new employment opportunities, innovation, and economic growth that this modern "flex" industrial space could bring to Redmond, it's paramount that you ensure this development integrates seamlessly and thoughtfully into the existing and future fabric of Redmond's evolving urban landscape.

I understand the development agreement for "Redmond Flex" has been approved, and the project is currently ["Under Review"](#) by the city. While construction of the project appears to be currently on hold, I strongly urge the Commission to maintain a steadfast and strong focus on the project's long-term impacts. My primary concerns center on **traffic management, pedestrian and cyclist safety, and overarching environmental considerations**. It's **currently unknown** what types and amounts of **potential groundwater contamination and air pollution** will result from the "flexible" and **unspecified manufacturing activities** that will be occurring at this facility.

The truck loading docks, employee traffic, and overall operational activity at this location will undoubtedly place new demands on the local transportation networks. The implementation of proactive mitigation strategies for traffic flow and potential congestion – including upgrades to intersections and clear signage for freight movement – are crucial for the safety and quality of life in the surrounding neighborhoods.

I'm aware of the ongoing and important discussions surrounding the potential for residential uses within Redmond's Business Park zones, including this specific parcel. While the current comprehensive plan primarily focuses on employment opportunities in Business Parks, Redmond faces an acute and undeniable need for diverse and accessible housing options across all income levels. I respectfully encourage the Commission to remain open and adaptive to future re-evaluations of land use policies. It's essential that Redmond's planning remains flexible and responsive to the city's dynamic and evolving needs, including exploring future mixed-use integration of parcels like this one.

Thank you for the opportunity to comment on this development.

I wish to comment on the [2025-26 Annual Docket of Comprehensive Plan Amendments](#), specifically regarding the proposed amendment concerning the [Redmond Flex site in SE Redmond](#).

As detailed in the [staff memo](#) and the [Issues Matrix](#), public testimony was received at your May 28th hearing, requesting that a land use map amendment for the Redmond Flex site be added to this annual docket. I understand the property owner of this site, which already has an approved development agreement for manufacturing and wholesale trade, alongside some commercial/retail use, has consistently expressed a desire for residential uses to be allowed on this site. This advocacy has continued as recently as Spring 2025.

The "[Docketing Threshold Criteria Review](#)" clearly shows that staff have thoroughly evaluated this proposed amendment and determined it "[Meets](#)" all the critical criteria for inclusion on the docket. Notably, staff explicitly states that amending the Comprehensive Plan's Land Use Map is "[the most appropriate mechanism to achieve property owner's stated outcome to allow residential development on the full site](#)". Furthermore, the proposal is recognized as addressing "[the City's need for more housing located near walkable parks, schools, and neighborhood retail](#)". This aspect resonates strongly with the urgent and ongoing need for diverse housing solutions within Redmond.

The staff evaluation highlights a potential conflict with the City's need to maintain existing job-producing zones and meet employment growth targets. Nevertheless, this proposed amendment still warrants further dedicated consideration on the annual docket. As the Issues Matrix indicates, the discussion around allowing housing in Business Park zones, despite its removal in the Redmond 2050 update, remains a relevant point of advocacy from property owners. The fact that this specific amendment has not been considered or rejected within the last two years further supports its eligibility for thorough review.

Including this amendment on the annual docket would provide the necessary framework for a robust and comprehensive exploration of how a balanced approach could effectively serve both Redmond's vital employment goals and its critical housing needs, particularly on parcels near amenities. I urge the Commission to recommend this land use map amendment for inclusion in the Annual Docket, allowing for a comprehensive study that embraces adaptable and forward-thinking planning for Redmond's future. Thank you.

**From:** [Rebecca Bloom](#)  
**To:** [Jeff Churchill](#); [Carol Helland](#); [Lauren Alpert](#); [Glenn Coil](#); [Planning Commission](#)  
**Cc:** [Pete Aparico](#); [Ben Varin](#); [Holly D. Golden](#)  
**Subject:** Planning Commission 5/28 Meeting - Comment on Agenda Item #5 (2025-2026 Annual Docket)  
**Date:** Wednesday, May 28, 2025 4:13:49 PM

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**External Email Warning!** Use caution before clicking links or opening attachments.

Dear Planning Commissioners:

Columbia Pacific Advisors owns the property located at 6900 188th Avenue NE in Redmond (King County Parcel No. 1286300012) (hereafter, the “Site”). The Site is split-zoned, with Corridor Mixed Use (“CMU”) zoning anticipated on the western portion of the Site along 188th Avenue NE and Business Park (“BP”) zoning anticipated on the eastern portion of the Site. Columbia Pacific Advisors is interested in pursuing a residential redevelopment of the property. However, under pending code amendments, residential uses will no longer be a permitted use in BP zones.

The BP designation that applies to the Site and surrounding parcels is a remainder from their historic use as part of Cadman Inc.’s sand and gravel mine, which have all been sold in recent years with changes in use contemplated. With rapid transformation of the area driven by new housing and future school uses, the historic focus on heavy industry on these sites is no longer relevant. Instead, the Site is a prime candidate for a future residential project due to its adjacency to school district owned property, a park, and other residential uses.

We have spoken to you in the past about a narrowly-tailored code solution to allow residential use in this location. However, that code change is poised to be adopted by Council. Fixing the split-zoned condition, and moving the entire site to the CMU designation presents an alternative solution to allow residential use on this site. The Planning Commission is authorized to initiate a Comprehensive Plan amendment during the docket process. RZC 21.76.070.J.3.d. The proposal meets the docking criteria, as summarized in the Planning Commission’s agenda materials:

- The Comprehensive Plan amendment is the appropriate mechanism because the requested narrowly-tailored regulatory amendment was not advanced.
- This amendment is a site-specific request, which is appropriate for the annual docket, instead of a periodic update.
- The amendment is consistent with Redmond Comprehensive Plan policies in support of housing production, including FW-LU-2, Goals, Vision, and Framework, Goals 3 and 5 and Vision 2 related to housing, N-SE-3,
- The proposed amendment is very straightforward and should not require significant staff resources.

- The requested amendment addresses changing conditions due to the site adjacencies (school-owned property, park, and other residential uses), and the request is consistent with the overall vision and goals of the Comprehensive Plan.
- A similar amendment has not been considered or rejected within the last two years.

We would urge you to exercise that authority to deliver a pragmatic solution for housing production.

Sincerely,

Rebecca Bloom, CRE  
Chief Investment Officer, Real Estate Equity  
Columbia Pacific Advisors  
1910 Fairview Ave. E. | Suite 200 | Seattle, WA 98102  
DIRECT (206) 225-2960 (TEXT ENABLED)  
MOBILE (310) 650-5052  
[www.columbiapacific.com](http://www.columbiapacific.com)

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June 6, 2025

***Via Email (PlanningCommission@redmond.gov)***

Redmond Planning Commission  
Redmond City Hall  
15670 NE 85th Street  
Redmond, WA 98052

*Re: Columbia Pacific Advisors Comprehensive Plan Amendment Docketing  
Request for 6900 188th Avenue NE*

Dear Planning Commissioners:

Our firm represents Columbia Pacific Advisors ("Columbia Pacific"), the beneficial owner of the property located at 6900 188th Avenue NE in Redmond (King County Parcel No. 128630-0012)(the "Property"). Columbia Pacific intends to develop the Property with residential uses, but the Property has a split Comprehensive Plan designation and corresponding split-zone condition, and part of the Property is zoned Business Park ("BP"). Residential uses will no longer be allowed in the BP zone after City Council adoption of the 2025 Code Package. Columbia Pacific requested Code modifications to allow residential uses on the Property in the 2025 Code Package. Due to a reluctance to impose sweeping changes in the BP zone, the requested changes have not been included in the 2025 Code Package.

An alternative solution to allow housing on the Property is a concurrent Comprehensive Plan Map Amendment and Zoning Code Amendment (together, the "Proposal") to legalize residential uses on the entire Property. The Code empowers the Planning Commission to initiate a Comprehensive Plan amendment at any time. Redmond Zoning Code ("RZC" or "Code") 21.76.070.J.3.d.i. We respectfully request that the Planning Commission exercise this authority to docket a Comprehensive Plan Map Amendment so that much-needed residential units can be brought online as quickly as possible on the Property.

This letter provides detailed comments on the Property and proposal, a summary of our advocacy thus far, and an explanation of Columbia Pacific's change in strategy to achieve uniform zoning and a Comprehensive Plan designation to allow residential uses on the entire Property.

**A. Given neighborhood adjacencies, the Property is well-suited to provide dense residential housing units.**

The Property is a 5.8-acre parcel in Southeast Redmond. The Property has a split Comprehensive Plan designation, with a Citywide Mixed Use designation on the western

portion of the parcel fronting 188th Avenue NE, and a BP designation on the remaining eastern portion of the property. See [Figure 1](#) below, Redmond 2050 [Comprehensive Land Use Map](#).

Similarly, the Property is split-zoned, with Corridor Mixed Use (“CMU”) zoning anticipated on the western portion of the Property and BP zoning anticipated on the eastern portion following adoption of the 2025 Code Package, scheduled for June 17. See [Figure 2](#) below.

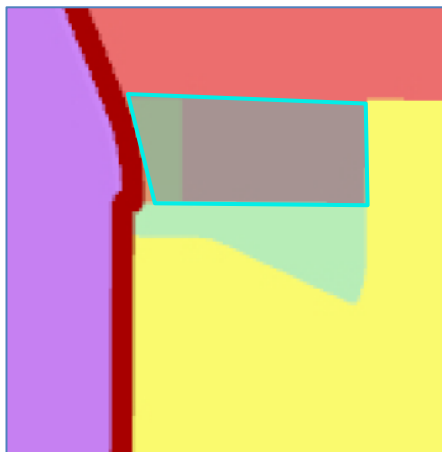


Figure 1: Excerpt from [Comprehensive Land Use Map](#)

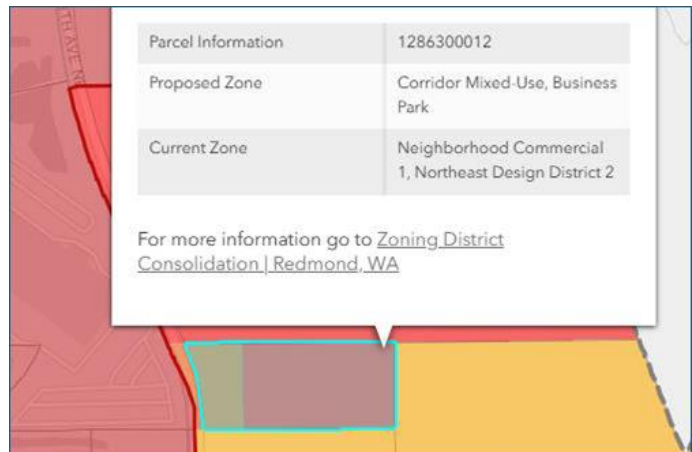


Figure 2: Excerpt from the [Zoning Consolidation Interactive Map](#)

As you know, the 2025 Code Package enactment will result in the removal of all residential uses from the BP zone. Columbia Pacific now seeks a concurrent Comprehensive Plan Amendment and Zoning Code Amendment so that the entire Property can be designated as Citywide Mixed Use on the Comprehensive Land Use Map and zoned CMU.

The Property’s adjacent land uses underscore the appropriateness of the proposal so that residential uses may be permitted here. Immediate adjacencies include property owned by the Lake Washington School District, an in-process multifamily residential development, and Southeast Redmond Park, which has undergone the master planning process and will begin “final design” this winter.

Acknowledging the history of the Property provides useful site context: the current BP designation (and anticipated BP zoning) on the eastern portion of the parcel and surrounding properties is a remainder from its historic use as part of Cadman Inc.’s sand and gravel mine, but these properties have all been sold in recent years with changes in use contemplated around the Property. Given the on-going rapid transformation of the area, which will continue with new housing developments, future school uses, and park enhancements, the BP designation and zoning is a vestige of the past which now hinders residential development of the Property. Redesignating and rezoning the Property to Citywide Mixed Use and CMU will allow the Property to provide complementary residential land uses.

**B. The Applicant has consistently engaged with the Planning Commission, City Council, Planning Staff, and Elected Officials about developing the Property with residential uses since September 2024.**

During the May 28, 2025 meeting, the Planning Commissioners asked for a summary of Columbia Pacific's outreach thus far. We appreciate the Planning Commission's willingness to consider the public comments we have provided on behalf of Columbia Pacific since September 2024. The following bulleted timeline identifies the public comments we have provided before the Planning Commission, City Council, along with outreach we conducted with staff and elected officials since that time.

- **September 25, 2024:** Columbia Pacific submitted written testimony to the Planning Commission requesting that the draft 2025 Code Package include language to allow multifamily residential use in BP zones on split-zoned properties immediately adjacent to property owned by the Lake Washington School District and on property owned by the District. We envisioned that this language would be a narrowly-tailored Code change to the use chart or as a footnote to the use chart in the Code. Including this narrow revision to the 2025 Code Package would have been the fastest solution to allowing housing on the Property, which is why Columbia Pacific initially pursued this strategy.
- **October 25, 2024:** Columbia Pacific provided testimony to the Planning Commission reiterating its request for a Code text change.
- **November 5, 2024:** Columbia Pacific emailed Planning Commissioners requesting a meeting to discuss the Code text change.
- **November 6, 2024:** Columbia Pacific provided testimony to the Planning Commission reiterating its request for a Code text change.
- **November 11-13, 2024:** Columbia Pacific exchanged emails with Jeff Churchill discussing the request for a Code text change.
- **November 19, 2024:** Columbia Pacific provided testimony to the City Council requesting that the Council make a policy statement to reiterate that the Comprehensive Plan does not preclude residential uses in the BP zone.
- **November-December 2024:** Columbia Pacific emailed additional Planning Commissioners requesting a meeting to discuss Code text change.
- **January 23, 2025:** Columbia Pacific met with Planning Commissioner Woodyear to discuss the requested Code text change.

- **January 28, 2025:** Columbia Pacific prepared public comment for the Planning Commission Study Session but was informed by the City Clerk that the Commission was not accepting public comment due to the meeting being a Study Session.
- **December, February-March 2025:** Columbia Pacific emailed Councilmembers requesting meetings to discuss the Code text change.
- **April 23, 2025:** Columbia Pacific met with Councilmember Salahuddin to discuss the requested Code text change.
- **May 23, 2025:** Columbia Pacific met with Mayor Birney and Planning Director Carol Helland to discuss the requested Code text change.
- **May 28, 2025:** Planning Staff recommended that Columbia Pacific submit a Comprehensive Plan Amendment docket request for the Planning Commission's consideration under their authority in RZC 21.76.070.J.3.d. Columbia Pacific prepared a written request, which was submitted prior to 5:00 pm, and Columbia Pacific presented comments at the meeting.

Throughout the course of this engagement, Columbia Pacific heard feedback supportive of more housing in Redmond (and often supportive of housing on the Property). There was ultimately mixed feedback about the best option for effectuating this change. Columbia Pacific remained focused on advocating for a change in the 2025 Code Package because that would have been the fastest solution to provide housing on the Property.

We understand the reluctance to change the Code for a site-specific solution (even if it remains the fastest solution), and at Staff's recommendation, we are pivoting to a request for annual docketing. This solution will lag behind the 2025 Code Package, but it provides a site-specific solution that will still authorize housing on the Property this year. The prior conversations, which focused on the Property's adjacencies, are still directly pertinent to the annual docketing process. In other words, Columbia Pacific has been daylighting this issue, highlighting this site, and describing the unique split-zone conditions for more than eight months.

### **C. The Proposal satisfies the Redmond Zoning Code's criteria for docketing.**

Columbia Pacific's request for docketing at this time is not a request to bend the rules. It is specifically authorized in the Code. RZC 21.76.070.J.3.d.i. The Planning Commission may initiate Comprehensive Plan Amendment proposals at any time. This authorization exists to allow the Planning Commission to make pragmatic, long-range planning recommendations, and it is perfectly suited to this fact pattern where a 2025 Code Packet change was discussed and considered, and this approach provides a more site-specific



solution consistent with the docketing criteria set out in RZC 21.76.070.J.6. Our response to each criterion is provided in bold and italics, below.

- a. Amending the Comprehensive Plan is the most appropriate mechanism available, as the desired outcome cannot be addressed as a regulatory or budgetary process, or by a work program approved by City Council;  
***Satisfied; Columbia Pacific diligently advocated for a change to the draft 2025 Code Package to permit residential uses on the property. Columbia Pacific participated in the regulatory process, providing public comment, conducting outreach to Planning Staff and elected officials. Columbia Pacific now seeks a Comprehensive Plan Amendment and concurrent rezone to allow residential uses on the Property.***
- b. The proposed amendment is best addressed as an individually docketed item, instead of evaluated as part of a periodic update to Redmond's Comprehensive Plan, neighborhood plan update, or other planning processes such as those led by regional or state agencies;  
***Satisfied; Planning Staff informed Columbia Pacific that the proposed amendment would be best addressed as an individually docketed item because it is a site-specific request, rather than as part of the Redmond 2050 Comprehensive Plan and corresponding 2025 Code Package.***
- c. The proposed amendment is consistent with policy implementation in the King County Countywide Planning Policies, the Growth Management Act, other state or federal law, and the Washington Administrative Code;  
***Satisfied; the King County Countywide Planning Policies align with the proposal. Notable policies include the following:***  
  
***H-15: "Increase housing choices for everyone ... [e]nsure there are zoning ordinances and development regulations in place that allow and encourage housing production at levels that improve jobs-housing balance throughout the county across all income levels."***  
  
***H-16: "Expand the supply and range of housing types, including affordable units, at densities sufficient to maximize the benefits of transit investments throughout the county."***  
  
***Further, the Growth Management Act's planning goals explicitly encourage "development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner" and promotion of "a variety of residential densities and housing types[.]" RCW 36.70A.020. The proposal squarely aligns with these goals.***

- d. The proposed amendment can be reasonably reviewed within the staffing resources and operational budget allocated to the Department. In making this determination the following shall be considered:
  - i. The amount of research and analysis needed to develop the proposal;  
***As described above, Columbia Pacific has been discussing the Property and the desire for housing in this location since at least September 2024. The request addresses a split-zone condition and to correct for historic gravel mine zoning that no longer makes sense in this location. There is not significant background analysis necessary.***
  - ii. The potential for the proposal to impact multiple sections of the Comprehensive Plan and/or zoning code;  
***The proposal only requires a Comprehensive Plan and zoning map change. It is a straightforward fix.***
  - iii. The amount of public engagement needed to fully develop the amendments; and  
***The proposal only impacts one property, and given the split-zoned condition, deep outreach is not necessary. The main adjacent property owner has already expressed support for housing in this location.***
  - iv. If consultant support would be needed to fully develop the proposal;  
***Consultant support should not be necessary to fully develop the proposal, but Columbia Pacific would be happy to provide and fund any necessary support.***
- e. The proposed amendment addresses the interests and changed conditions of the entire City as identified in its long-range planning and policy documents and is compatible with the overall vision and goals of the Comprehensive Plan; and  
***Satisfied; the proposed Comprehensive Plan Amendment is supported by the following goals and policies in the Comprehensive Plan:***  
  
***FW-LU-2: “Ensure that the land use pattern in Redmond meetings the following objectives ... [e]ncourages a mix of uses that create complete neighborhoods ... [p]romotes sufficient density for development pattern and urban design that enable people to readily use a variety of accessible and active forms of travel[.]”***  
  
***FW-HO-2: “Zone sufficient buildable land to accommodate Redmond’s projected housing need and meet allocated housing growth targets.***

***FW-HO-3: “Increase housing choices in more areas of the city.”***

***FW-HO-5: “Evaluate and refine tools and processes to improve housing related outcomes.”***

***LU-5: “Provide an appropriate level of flexibility through development regulations to promote efficient use of buildable land. Balance this flexibility with other community goals and the need for equity.”***

***LU-26: “Promote walkable, welcoming, attractive, and safe complete neighborhoods with a variety of housing types to serve our culturally and economically diverse community.”***

***FW-CD-2: “Use development regulations and review processes to achieve desired design outcomes for our city, neighborhoods, and public spaces while providing flexibility where appropriate.”***

- f. The proposed amendment or similar amendment has not been considered or rejected within the last two years.

***Satisfied; Columbia Pacific has not applied for a Comprehensive Plan Amendment related to this Property within the last two years.***

#### **D. Conclusion.**

We acknowledge that this Comprehensive Plan Amendment docket request comes a month after the typical application acceptance period. However, as noted above and as reiterated by Planning Staff at the May 28 meeting, the Code provides the Planning Commission with the discretion to initiate proposals to amend the Comprehensive Plan for inclusion on the annual docket at any time. RZC 21.76.070.J.3.d.i.

In summary, we therefore ask the Planning Commission to exercise this authority and docket the Applicant’s request for the following reasons. First, our change in strategy was precipitated by staff feedback. We have diligently sought out guidance from staff and elected officials on how to achieve residential uses on the property. Following our discussions with Director Helland in late May, we were encouraged to submit this docket request. The update to the 2025 Code Packet would have allowed housing on the Property faster, but this annual docketing option is the next best option.

Second, the Columbia Pacific team, led by a longtime Redmond resident, remains bullish on the future of Redmond as it evolves from a suburb to a city. We are acutely aware of the housing shortage and need to produce dwelling units to meet housing goals. Columbia Pacific wants the Property to be developed with appropriately dense residential units to make Southeast Redmond a complete neighborhood as envisioned in the Comprehensive

Redmond Planning Commission  
June 6, 2025  
Page 8 of 8

Plan. The Property is especially well-suited for residential density because of its adjacency to a park, a school-owned property, and other residential uses.

Third, it would be disappointing to delay housing production on a procedural basis, especially because the Code gives the Planning Commission discretion to initiate docket requests at any time. The Columbia Pacific team is committed to fully participating in the docketing process, and will respond to any further questions or concerns should the request be docketed.

Thank you for the opportunity to provide public comment on Columbia Pacific's ongoing proposal to allow residential uses on the Property. We urge you to docket the this Comprehensive Plan Amendment as it will result in the creation of appropriately dense housing units in Southeast Redmond.

Very truly yours,



Rachel Mazur

RMM:smd  
E-Mail: [rachel.mazur@hcmp.com](mailto:rachel.mazur@hcmp.com)  
Direct Dial: (206) 470-7667  
Fax: (206) 623-7745

CC: Mayor Angela Birney, [mayor@redmond.gov](mailto:mayor@redmond.gov)  
Councilmember Osman Salahuddin, [osalahuddin@redmond.gov](mailto:osalahuddin@redmond.gov)  
Director Carol Helland, [chelland@redmond.gov](mailto:chelland@redmond.gov)  
Long Range Planning Manager Jeff Churchill, [jchurchill@redmond.gov](mailto:jchurchill@redmond.gov)

ND: 22739.008 4897-6132-8970v7

**From:** [Rachel Mazur](#)  
**To:** [Planning Commission](#); [Glenn Coil](#)  
**Cc:** [Jeff Churchill](#); [Lauren Alpert](#); [Holly D. Golden](#)  
**Subject:** RE: Columbia Pacific Advisors Planning Commission Comment Letter Attached  
**Date:** Wednesday, June 11, 2025 2:42:38 PM  
**Attachments:** [image001.gif](#)  
[image002.gif](#)  
[image003.gif](#)

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**External Email Warning!** Use caution before clicking links or opening attachments.

Hi Glenn,

We reviewed Staff's Docketing Threshold Criteria analysis for the Comprehensive Plan Amendment. In the "Notes" section for criterion 4, it mentions that "[i]f this item is docketed as a City-initiated item (i.e., as an item added by the City Council at the request of the Planning Commission), there would be no fee, but the City will still incur the cost of reviewing and processing the proposal. Staff is researching whether the City could request or require the property owner to contribute to the costs as a condition of having the item docketed."

We'd like to confirm through this written public comment that Columbia Pacific Advisors is willing to pay the cost incurred by the City for reviewing and processing the proposal (up to the \$10,104.70 fee amount). We'd like you to share this with the Planning Commission in advance of tonight's meeting. Thank you!

Sincerely,

**Rachel Mazur**

**Hillis Clark Martin & Peterson P.S.**

999 Third Avenue | Suite 4600 | Seattle, WA 98104  
d: **206.470.7667** | 206.623.1745 | f: 206.623.7789  
[rachel.mazur@hcmp.com](mailto:rachel.mazur@hcmp.com) | [www.hcmp.com](http://www.hcmp.com)

---

**From:** Planning Commission <[planningcommission@redmond.gov](mailto:planningcommission@redmond.gov)>  
**Sent:** Friday, June 6, 2025 12:25 PM  
**To:** Rachel Mazur <[rachel.mazur@hcmp.com](mailto:rachel.mazur@hcmp.com)>; Planning Commission <[planningcommission@redmond.gov](mailto:planningcommission@redmond.gov)>  
**Cc:** Mayor (Internet) <[Mayor@redmond.gov](mailto:Mayor@redmond.gov)>; Osman Salahuddin <[osalahuddin@redmond.gov](mailto:osalahuddin@redmond.gov)>; Carol Helland <[chelland@redmond.gov](mailto:chelland@redmond.gov)>; Jeff Churchill <[jchurchill@redmond.gov](mailto:jchurchill@redmond.gov)>; Holly D. Golden <[holly.golden@hcmp.com](mailto:holly.golden@hcmp.com)>; Lauren Alpert <[lalpert@redmond.gov](mailto:lalpert@redmond.gov)>  
**Subject:** RE: Columbia Pacific Advisors Planning Commission Comment Letter Attached

[EXTERNAL]

Hi Rachel,

Confirming that the Redmond Planning Commission has received your letter.

Thanks,

**Glenn Coil**

Senior Planner, City of Redmond

425-556-2742 | [gcoil@redmond.gov](mailto:gcoil@redmond.gov) | [www.redmond.gov](http://www.redmond.gov)

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**From:** Rachel Mazur <[rachel.mazur@hcmp.com](mailto:rachel.mazur@hcmp.com)>

**Sent:** Friday, June 6, 2025 11:50 AM

**To:** Planning Commission <[planningcommission@redmond.gov](mailto:planningcommission@redmond.gov)>

**Cc:** Mayor (Internet) <[Mayor@redmond.gov](mailto:Mayor@redmond.gov)>; Osman Salahuddin <[osalahuddin@redmond.gov](mailto:osalahuddin@redmond.gov)>; Carol Helland <[chelland@redmond.gov](mailto:chelland@redmond.gov)>; Jeff Churchill <[jchurchill@redmond.gov](mailto:jchurchill@redmond.gov)>; Holly D. Golden <[holly.golden@hcmp.com](mailto:holly.golden@hcmp.com)>

**Subject:** Columbia Pacific Advisors Planning Commission Comment Letter Attached

**External Email Warning!** Use caution before clicking links or opening attachments.

Planning Commissioners,

We submit the attached comment letter on behalf of our client, Columbia Pacific Advisors. We look forward to the upcoming meeting next week.

Sincerely,

**Rachel Mazur**

**Hillis Clark Martin & Peterson P.S.**

999 Third Avenue | Suite 4600 | Seattle, WA 98104  
d: 206.470.7667 | 206.623.1745 | f: 206.623.7789  
[rachel.mazur@hcmp.com](mailto:rachel.mazur@hcmp.com) | [www.hcmp.com](http://www.hcmp.com)

**NOTICE OF PUBLIC HEARING  
CITY OF REDMOND  
2025-2026 Annual Docket of  
Comprehensive Plan Amendments**

The City of Redmond Planning Commission will hold a Public Hearing at Redmond City Hall Council Chambers, 15670 NE 85th Street, Redmond, Washington on **May 28, 2025 at 7 p.m.** or as soon thereafter, on:

**SUBJECT:** 2025-2026 Annual Docket of Comprehensive Plan Amendments. There is one proposed docket item: Updates to the Transportation Element including adoption of an updated Transportation Master Plan.

**REQUESTED ACTION:** Planning Commission recommendation on establishing the 2025-2026 Annual Docket of Comprehensive Plan amendments.

**PUBLIC PARTICIPATION:** Join in-person at City Hall, watch live at [redmond.gov/RCTV](https://redmond.gov/RCTV), Comcast channel 21, Ziply channel 34, on [facebook.com/City-ofRedmond](https://facebook.com/City-ofRedmond), or listen live by phone by calling 510-335-7371.

Public comment can be provided in-person or by phone during the meeting by providing a name and phone number to [PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov) no later than 5 p.m. on the day of the hearing.

Written public comments should be submitted prior to the hearing by email to [PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov) no later than 5 p.m. on the hearing date. Comments may also be sent by mail to: Planning Commission, MS: 4SPL, P.O. Box 97010, Redmond, WA, 98073-9710.

A copy of the proposal is available at <https://www.redmond.gov/PlanningCommission>

If you have any comments, questions, or would like to be a Party-of-Record on this proposal, please contact Glenn Coil, Senior Planner, 425-556-2742 [gcoil@redmond.gov](mailto:gcoil@redmond.gov)

If you are hearing or visually impaired, please notify Planning Department staff at 425-556-2441 one week in advance of the hearing to arrange for assistance.

**LEGAL NOTICE:** May 7, 2025

NON-CODE

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

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, SETTING THE FRAMEWORK AND CONDUCTING CONCURRENT REVIEW OF THE CUMULATIVE EFFECT OF ALL PROPOSED AMENDMENTS TO THE REDMOND COMPREHENSIVE PLAN AND RELATED AMENDMENTS TO THE REDMOND ZONING CODE, FOR THE 2025-26 ANNUAL COMPREHENSIVE AMENDMENT REVIEW DOCKET, INCLUDING NEW AND AMENDED POLICIES, CONCURRENT ZONING AMENDMENTS, AND NEW AND AMENDED FUNCTIONAL PLANS

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WHEREAS, the Growth Management Act requires that comprehensive plans and development regulations shall be subject to continuing evaluation and review; and

WHEREAS, the Growth Management Act provides that comprehensive plan amendments can occur no more than once a year with limited exceptions, and shall be considered by the governing body concurrently so that the cumulative effects of amendments can be ascertained; and

WHEREAS, it has been at least four years since the City initiated an Annual Comprehensive Amendment Review Docket, hereto referred as "Annual Review Docket," which establishes a list of proposed Comprehensive Plan amendments and related development regulations to be considered during the upcoming year; and



WHEREAS, the City Council exercised its discretion to not initiate annual dockets during the periodic review and update of the City's Comprehensive Plan, known as Redmond 2050; and

WHEREAS, the City of Redmond Zoning Code, RZC 21.76.070.J, sets forth procedures pursuant to RCW 36.70A for establishing the Annual Review Docket; and

WHEREAS, in accordance with RZC 21.76.070.J.2.f., the Planning Commission held a public hearing on May 28, 2025, to seek community feedback on the content of the 2025-26 Annual Review Docket; and

WHEREAS, on June 25, 2025, the Planning Commission provided a recommendation to City Council regarding the content of the 2025-26 Annual Review Docket; and

WHEREAS, the City Council reviewed the Planning Commission's recommendation regarding the content of the 2025-26 Annual Review Docket as part of meetings on July 1 and July 22, 2025, and has considered whether proposed amendments should be included in, or excluded from the Annual Review Docket, or deferred; and

WHEREAS, the City Council has the authority under RZC 21.76.070J.3.c to initiate proposals for inclusion on the annual docket; and

WHEREAS, after considering the recommendation of the Planning Commission and testimony from the property owner, the City Council desires to study the potential change in land use designation and zoning designation for the property located at 6900 188th Ave. NE.

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

Section 1.      Classification.      This is a non-code ordinance.

Section 2.      Setting the Content of the 2025-26 Annual Review Docket.      The following proposed amendments shall establish the entire framework for the 2025-26 Annual Review Docket:

**a. Transportation Element and Master Plan update**

This proposal requests the following changes:

- Update and adopt the Transportation Master Plan (TMP) by reference as part of the Redmond 2050 Comprehensive Plan.
- Streamlining the Transportation Element by moving appendices to the TMP.
- Miscellaneous updates to the Transportation Element to ensure consistency with the updated TMP.

The intended outcome would lead to a streamlined Transportation Element and an updated TMP that includes

Transportation Element appendices that are not required under the Growth Management Act, and which can be updated more easily and on a more frequent cadence.

Applicant: City of Redmond

**b. Land Use Map and concurrent Zoning Map amendment for a property located 6900 188th Ave. NE**

Based on testimony from the property owner, the City is studying the owner's request to change the Business Park Land Use/Zoning designation to City Mixed Use/Corridor Mixed Use. The current land use map splits the property between City-Wide Mixed Use and Business Park. The corresponding zoning is Corridor Mixed Use and Business Park.

The intended outcome of the proposed amendments is to legalize residential uses on its property in order to develop more multifamily housing near amenities and include affordable housing efficiently.

Applicant: City of Redmond

Section 3.      Final Review of Docketed Proposals. The City Council will evaluate the proposed amendments included in the Annual Review Docket in accordance with the timeline and procedures set forth in RZC 21.76.070.J and will take action on the proposed amendments.

Section 4.      Public Participation. Consistent with the requirements of RCW 36.70A.140, the City of Redmond shall ensure public participation in the amendment process by holding public hearings for each of the proposed amendments. Notice of the hearings for each of the amendments shall be broadly disseminated to the public and shall be published in the newspaper of record, advertised by the City's public television programming and website, and where applicable, mailed to property owners within an affected area. The Planning Commission shall consider the testimony and written comments received during the public hearing before making its recommendation to the City Council for action on each of the proposed amendments.

Section 5.      Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6.      Effective date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this 4th day of August,  
2025.

CITY OF REDMOND

---

ANGELA BIRNEY, MAYOR

ATTEST:

---

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

DANIEL KENNY, CITY ATTORNEY

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



Annual Docket Year:	2025-2026	
Staff Contact:	Glenn B. Coil, Sr. Planner	425.556.2742

FINDINGS OF FACT

Public Hearing and Notice

- a. Planning Commission Study Session and Public Hearing Dates
- I. The Planning Commission held study sessions on May 28 and June 11, 2025.

II. The Planning Commission held a public hearing on adding proposed amendments to the 2025-2026 annual docket of Comprehensive Plan amendments on May 28, 2025, and continued the written portion of the hearing to June 11, 2025. Public comments received during the public hearing are provided in Attachment D and Attachment E. The Planning Commission closed the public hearing on June 11, 2025.
- b. Notice and Public Involvement
- The public hearing notice (Attachment F) was published in the Seattle Times on May 7, 2025 in accordance with RZC 21.76.080 Review Procedures - Notices. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas and distributed by email to various members of the public and various agencies.

Annual Comprehensive Plan Amendment Docket Application Summary and Criteria Evaluation

	Applicant	Proposal	Intended Outcome
Transportation Element and Master Plan update	City of Redmond	<ul style="list-style-type: none"><li>Update and adopt the Transportation Master Plan (TMP) as part of the Redmond 2050 Comprehensive Plan.</li><li>Streamlining the Transportation Element by moving appendices to the TMP.</li><li>Misc. updates to the Transportation element to ensure consistency with the updated TMP.</li></ul>	<ul style="list-style-type: none"><li>A streamlined Transportation Element.</li><li>An updated TMP that includes Transportation Element appendices that are not required under the Growth Management Act, and which can be updated more easily and on a more frequent cadence.</li></ul>

The proposed amendment meets the criteria to be included in the annual docket as summarized below and shown in Attachment B.

Criteria	Staff Evaluation
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Planning Commission Report and Recommendation  
2025-2026 Annual Docket of Comprehensive Plan Amendments  
June 25, 2025

a. Appropriate mechanism	Meets
b. Appropriate to individually docket	Meets
c. Consistent with law, policy	Meets
d. Adequate resources	Meets
e. Community interests, changed conditions	Meets
f. Not considered, rejected in last two years	Meets

The Commission also considered inclusion of a second item, a Land Use Map and concurrent Zoning Map amendment for 6900 188th Ave. NE, also known as the Redmond Flex site, but ultimately decided not to recommend adding that item. A summary of the Commission’s discussion can be found in Attachment C.

RECOMMENDED CONCLUSIONS

The Planning Commission has reviewed:

- Annual Docket Applications for 2025-26 (Attachment A)
- Docketing Threshold Criteria Analysis (Attachment B)
- Public Comments (Attachments D and E)

Recommendation

The Planning Commission concludes that the following annual docket applications are **consistent with the threshold criteria set forth in RZC 21.76.070.J.6 Threshold Criteria** and recommends that they be added to the 2025-26 Annual Docket of Comprehensive Plan Amendments.

- Transportation Element and Master Plan update

REVIEWED AND APPROVED BY THE PLANNING COMMISSION



Seraphie Allen, Deputy Director  
Planning and Community Development

Signed by:  
  
2E66B184628E4A6...

Susan Weston  
Planning Commission Chair

Attachments

- A. Annual Docket Applications
- B. Docketing Threshold Criteria Analysis
- C. Planning Commission Issues Matrix
- D. Planning Commission Public Hearing Minutes for May 28, 2025
- E. Written Public Comments
- F. Public Hearing Notice

City of Redmond  
Payroll Check Approval Register  
Pay period: 7/1 - 7-31/2025  
Check Date: 7/31/2025

Check Total:	\$	2,179.32
Direct Deposit Total:	\$	12,111.33
Wires & Electronic Funds Transfers:	\$	4,623.80
Grand Total:	<u>\$</u>	<u>18,914.45</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 **188756** through **188756** ,  
Direct deposits numbered **189744** through **189749** , and  
Electronic Fund transfers **1870** through **1870**  
are approved for payment in the amount of **\$18,914.45**  
on this **15 day of August 2025**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 7/1 - 7-31/2025  
Check Date: 7/31/2025

Total Checks and Direct deposit:	\$	15,406.25
Wire Wilmington Trust RICS (MEBT):	\$	3,508.20
Grand Total:	<u>\$</u>	<u>18,914.45</u>

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

DocuSigned by:  
*Kseniya Daly*  
5EE9299799AF448...

Human Resources Director, City of Redmond  
Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 7/1 - 7/15/2025  
Check Date: 7/25/2025

Check Total:	\$ 21,988.78
Direct Deposit Total:	\$ 3,015,450.39
Wires & Electronic Funds Transfers:	\$ 1,768,109.57
Grand Total:	<u>\$ 4,805,548.74</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 **188744** through **188755** ,  
Direct deposits numbered **188933** through **189743** , and  
Electronic Fund transfers **1865** through **1869**  
are approved for payment in the amount of **\$4,805,548.74**  
on this **5 day of August 2025**.

**Note:**

Check # 188743 - Reprint Ghilherme Soares Da Motta

City of Redmond  
Payroll Final Check List  
Pay period: 7/1 - 7/15/2025  
Check Date: 7/25/2025

Total Checks and Direct deposit:	\$ 4,263,660.34
Wire Wilmington Trust RICS (MEBT):	\$ 541,888.40
Grand Total:	<u>\$ 4,805,548.74</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...

Human Resources Director, City of Redmond  
Redmond, Washington