

City of Redmond



Agenda

Tuesday, September 2, 2025

4:30 PM

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

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralee Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Osman Salahuddin

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

AGENDA

ROLL CALL

A. Action Items - 40 minutes

1. Acceptance of a Port of Seattle Economic Development Grant [CM 25-476](#)
in the Amount of \$120,000 for 2025 and 2026 Programming
[Attachment A: Port of Seattle Economic Development Grant Draft Application](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, September 16th

2. Approval to Accept Simple Possession Advocacy [CM 25-477](#)
Representation (SPAR) Grant
[Attachment A: SPAR Funding Agreement](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, September 16th

3. Acceptance of King County Veterans, Seniors, and Human [CM 25-478](#)
Services Levy (VSHSL) Grant
[Attachment A: City of Redmond Letter of Agreement](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, September 16th

4. Approve Interlocal Agreement for Washington Conservation [CM 25-480](#)
Corps (WCC) 2025-26 with the Washington State Department
of Ecology
[Attachment A: 2025-26 Restoration and Maintenance Map](#)
[Attachment B: 2025-26 Agreement](#)

Department: Public Works, 5 minutes

Requested Action: Consent, September 16th

5. Approve On-Call Agreement with River Oaks Communication [CM 25-481](#)
for Consultant Services

[Attachment A: Consultant Agreement](#)

Department: Public Works, 5 minutes

Requested Action: Consent, September 16th

6. Contract Award to Fury Site Works Inc., of North Bend, WA, [CM 25-484](#)
for the Avondale Way Sidewalk Repairs Project.

[Attachment A: Avondale Way Sidewalk Repairs Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Department: Public Works, 5 minutes

Requested Action: Consent, September 16th

7. Award Progressive Design-Build (PDB) Contract to Lease [CM 25-474](#)
Crutcher Lewis WA, LLC of Seattle, Washington, for the
Maintenance and Operations Center (MOC) – Campus
Redevelopment Project

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Project Timeline](#)

[Attachment D: Progressive Design-Build Contract](#)

Department: Public Works, 10 minutes

Requested Action: Consent, September 16th

B. Feedback for Study Session - 10 minutes

1. Short-Term Rental Code Update [CM 25-475](#)

[Attachment A: Staff Report Short Term Rental Updates](#)

[Attachment A, Exhibit 1: Recommended Amendments to RMC Chapter
5.04](#)

[Attachment A, Exhibit 2: Short Term Rental Guide](#)

[Attachment B: Lodging Tax Advisory Committee July 9, 2025 Meeting
Minutes DRAFT](#)

[Attachment C: Short Term Rental Lets Connect Engagement Report August
6, 2025](#)

[Attachment D: July 21, 2025 Community Meeting Discussion Notes](#)

Department: Planning and Community Development, 10 minutes

Requested Action: Study Session, October 28th

C. Informational - N/A

D. Read Only

1. 2025 Amendments to the King County Countywide Planning [CM 25-470](#)
Policies

[Attachment A: Transmittal Letter](#)

[Attachment B: King County Staff Report](#)

[Attachment C: King County Ordinance 19946](#)

Department: Planning and Community Development

E. Items from Other Committees - 5 minutes

1. Award Parks Signage & Wayfinding Standards and Strategy [CM 25-479](#)
Plan Contract to Toole Design Group, LLC in the Amount of
\$99,997

[Attachment A: Bid Submittal](#)

[Attachment B: Updated Project Schedule](#)

[Attachment C: Consulting Services Agreement](#)

Department: Parks and Recreation, 5 minutes

Requested Action: Consent, September 16th

ADJOURNMENT

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



Memorandum

Date: 9/2/2025
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 25-476
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

| | | |
|------------------------------------|-----------------|---|
| Planning and Community Development | Seraphie Allen | Deputy Director |
| Planning and Community Development | Philly Marsh | Economic Development Manager |
| Planning and Community Development | Domonique Meeks | Small Business Assistance Program Manager |

TITLE:

Acceptance of a Port of Seattle Economic Development Grant in the Amount of \$120,000 for 2025 and 2026 Programming

OVERVIEW STATEMENT:

The City is eligible to receive \$120,000 in Economic Development grant funding through the Port of Seattle for 2025 and 2026. Funds will support district development, World Cup activations, and Startup425 programming. Since 2016, the City of Redmond has received \$60,000 annually from the Port of Seattle to assist with economic development programs.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
Redmond 2050 Comprehensive Plan -Economic Vitality:

EV-9

Participate and coordinate with other government agencies, businesses, and non-profits in efforts to further the City's economic vitality.

EV-18

Foster the creation of business districts that help small businesses thrive and that are centers of local commerce, community, and culture.

EV-19

Enhance local arts, culture, recreation, nightlife, and social amenities that promote Redmond as an attractive place to work and live.

EV-22

Support Redmond's growth as a tourism destination and foster tourism-related initiatives that bring investment and economic benefit.

Economic Development Strategic Plan:

Strategy 2C. Foster entrepreneurship across industries and work with partners to ensure support for a diverse community of entrepreneurs.

- Action 2C.1. Invest in entrepreneurship programming to foster new business starts in Redmond.
- Action 2C.4. Work with partners to create a one-stop resource for entrepreneurs to learn about business assistance resources and programs including advising on access to financial support.

Strategy 6A. Foster the creation of district organizations that can convene, brand, program and promote Redmond's unique business districts.

- Action 6A.1. Research models for successful business districts, including business improvement districts and provide recommendations on how to facilitate their successful creation and operation.
- Action 6A.2. Consider facilitation of business improvement districts to increase effectiveness and funding for district branding and improvements.

Strategy 6C. Leverage light rail and continue to prioritize planning and resources for key investments in growth centers to reinforce unique identities as vibrant cultural and commercial centers.

- Action 6C.5 Leverage large regional events, such as the World Cup to attract visitors to Redmond for economic impact
- **Required:**
Acceptance of a grant requires Council approval
- **Council Request:**
N/A
- **Other Key Facts:**
The partnership between the City of Redmond and the Port of Seattle began in 2016 with the inception of the Port's Economic Development Partnership Program. Since that time, with the Port's support, the City and our local partners have been able to enhance economic development and small business assistance programs.

OUTCOMES:

Outcomes of this grant are to advance the work outlined in the draft economic development strategic plan, including supporting small businesses and entrepreneurs through the Startup425 Program, World Cup activations, and Business Improvement Area (BIA) exploration to increase the success of small businesses in Redmond. Specific activities are included in the Scope of Work identified in Attachment A.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Economic Development Strategic Plan 2024 engagement
- **Outreach Methods and Results:**
Survey and focus groups
- **Feedback Summary:**
The City of Redmond’s Port of Seattle Economic Development Partnership Grant supports three strategic initiatives that align directly with Redmond’s Economic Development Strategic Plan that was developed with robust stakeholder involvement. Together, these projects reinforce Redmond’s long-term economic vision by supporting entrepreneurship, strengthening business districts, and positioning Redmond as a regional destination.

BUDGET IMPACT:

Total Cost:

The 2025 grant is for \$120,000 and will be matched by the City through activities already funded and adopted within the biennial budget. No additional or new costs to the City will be incurred.

Approved in current biennial budget: Yes No N/A

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 |
|------|--|------------------|
| | Item has not been presented to Council | N/A |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-------------|------------------|-------------------------|
| 9/16/2026 | Business Meeting | Approve |

Time Constraints:

Activities associated with this grant may not commence until the Agreement has been approved by City Council and, all activities must be completed by December 15, 2026.

ANTICIPATED RESULT IF NOT APPROVED:

If the acceptance of this grant is not approved, services aimed at meeting service gaps identified by the Redmond business community would not be provided.

ATTACHMENTS:

- Attachment A: Port of Seattle Economic Development Grant Draft Application
- Attachment B: Grant contract grant (pending Port of Seattle)



2025-2026 Economic Development City Partnership Application Instructions

Overview

The Port of Seattle’s Economic Development City Partnership Program is a cooperative economic development program that supports local and regional economic development initiatives across King County. The Port offers participating King County cities funds to support projects and initiatives that address economic growth, encourage the use of the Port’s facilities, supports jobs, and diversify the business ecosystem by increasing access and support for disadvantaged businesses, women-owned, and/or minority-owned business enterprises (WMBE).

Funding Eligibility

Funding is made to King County cities on a per-capita calculation based on [Washington State Office of Financial Management](#) annual population estimates. Cities with populations less than 10,000 people are eligible to apply for up to \$10,000 in funding and cities with populations more than 60,000 people are eligible to apply for up to \$60,000 annually.

2025-2026 Maximum Awards by City Annually*

| City | Award | City | Award |
|---------------------------|----------|-------------------------|----------|
| Algona | \$10,000 | Lake Forest Park | \$13,680 |
| Auburn (part) | \$60,000 | Maple Valley | \$29,320 |
| Beaux Arts Village | \$10,000 | Medina | \$10,000 |
| Bellevue | \$60,000 | Mercer Island | \$25,830 |
| Black Diamond | \$10,000 | Milton (part) | \$10,000 |
| Bothell (part) | \$30,290 | Newcastle | \$13,750 |
| Burien | \$53,000 | Normandy Park | \$10,000 |
| Carnation | \$10,000 | North Bend | \$10,000 |
| Clyde Hill | \$10,000 | Pacific (part) | \$10,000 |
| Covington | \$22,000 | Redmond | \$60,000 |
| Des Moines | \$33,400 | Renton | \$60,000 |
| Duvall | \$10,000 | Sammamish | \$60,000 |
| Enumclaw (part) | \$13,350 | SeaTac | \$32,710 |
| Federal Way | \$60,000 | Shoreline | \$60,000 |
| Hunts Point | \$10,000 | Skykomish | \$10,000 |
| Issaquah | \$41,500 | Snoqualmie | \$14,520 |
| Kenmore | \$24,350 | Tukwila | \$22,930 |
| Kent | \$60,000 | Woodinville | \$13,900 |
| Kirkland | \$60,000 | Yarrow Point | \$10,000 |

*Based on 2024 OFM Population estimate

Match Requirement

Funds require a 50 percent match from city funding or in-kind resources. In-kind resources may be matched up to 25 percent of the award amount.



For example, a request for \$40,000 in Port funds would require the city to commit \$20,000 in matching dollars and/or in-kind resources. Of that \$20,000 match, up to \$10,000 of in-kind resources could be applied toward the match requirement.

Alternatively, a city may also choose to match 50 percent in city funding and use no in-kind resources towards their match.

Exception for Small Cities - Smaller cities applying for \$10,000 of Port funds may use *in-kind resources* to supplement their match requirement. No city monetary match is required.

For example, if a city applies for \$10,000 of Port funding, the 50 percent match may come solely from in-kind resources.

Who can apply and how may the funds be used?

Eligible Applicants

City governments in King County with populations less than 200,000.

Eligible Projects

Port of Seattle funds must be used to support projects that tie to the Port of Seattle's business interests. Eligible initiatives include projects that support Port related industries such as aviation, maritime, construction trades, and green jobs and/or encourage utilization of the Port's facilities such as SEA Airport, cruise terminals, and cargo terminals.

Eligible projects include:

Business Attraction

- Marketing/Attraction campaigns
- Prospecting missions
- Trade show marketing
- Other marketing and sales initiatives

Business Retention/Expansion

- Business outreach
- Businesses referred to technical assistance programs
- Industry roundtables/seminars
- Surveys*

Buy Local/Placemaking

- Farmers Markets/Local Marketplaces/Pop-ups/events benefiting local businesses
- Buy Local campaigns
- Arts/Culture Events

Export/Trade Assistance & Promotion

- Resources for companies to support market research
- Resources for companies to develop and integrate Export Business Plans
- Resources to companies to further explore in-person target markets such as participating in International Trade Missions/Trade shows



- initiatives aimed at increasing exports of local businesses, like developing a promotional or marketing campaign.

Small Business Technical Assistance

- Accelerator/Incubator support
- Business planning/counseling
- Marketing/market development, etc.
- Government procurement technical assistance
- Financing assistance

Tourism

- Marketing campaigns
- Video/Photo/Collateral production and deployment
- Event development to attract non-local visitors

Workforce Development

- Industry Trainings
- Occupational Training (ex. Construction, engineering, etc.)
- Pre-apprentice/Apprenticeship programs

Planning/Feasibility Studies**

- Economic development plans
- Feasibility studies supporting business and/or government investment in facilities

***Surveys** – If you are conducting business surveys, the Port will want city partners to ask a common (core) set of questions to aggregate survey results across the region. Port staff will set up a meeting with cities conducting surveys to develop these common questions. Cities can add questions beyond the basic core questions.

****Cities may only use Port funding for planning/feasibility studies once every three years (beginning 2024).**

Ineligible Projects

- Signage and wayfinding projects (cities can use investments in signage/wayfinding towards their matching fund requirements)
- Direct cash grants or loans made to businesses or organizations
- Capital projects including projects to construct either new facilities or make significant, long-term improvements to existing facilities
- Capital expenses associated with an event or program already in progress with no significant changes from previous year.

Metrics and Outcomes

The Port of Seattle is interested in partnering with cities on programs and partnerships that advance economic growth. Cities should use Port funding to provide businesses resources, create jobs, promote tourism, and encourage economic growth.

Please use the list of metrics below and include a minimum of two standardized metrics per project when planning programs or initiatives. Specific metrics calculating the number of women-owned and minority-businesses (WMBE) supported should also be included and



considered. This helps the Port team assess collective impacts at the end of the funding cycle.

| | |
|--|--|
| <p><u>Business Attraction</u></p> <ul style="list-style-type: none"> • # Businesses recruited <ul style="list-style-type: none"> ○ # of WMBE recruited • # of Impressions, website visits, etc. for business recruitment marketing campaigns • # of Tradeshows/missions participated | <p><u>Small Business Technical Assistance</u></p> <ul style="list-style-type: none"> • # Businesses assisted <ul style="list-style-type: none"> ○ # of WMBE served • \$ of funding secured for businesses <ul style="list-style-type: none"> ○ \$ funding secured for WMBE • # Jobs created/retained <ul style="list-style-type: none"> ○ # of jobs created/retained for WMBE • # of Attendees to events • # of Trainings offered • # of Individuals trained <ul style="list-style-type: none"> ○ # of WMBE trained |
| <p><u>Business Retention/Expansion</u></p> <ul style="list-style-type: none"> • # Businesses reached <ul style="list-style-type: none"> ○ # of WMBE reached • # of businesses referred to technical assistance resources • # Industry roundtables/seminars hosted • # of Attendees to Industry roundtables/seminars <ul style="list-style-type: none"> ○ # of WMBE Attendees • # of Surveys collected <ul style="list-style-type: none"> ○ Businessowner demographics ○ Surveys completed in different languages ○ Surveys completed by WMBE | <p><u>Special Plans/Study</u></p> <ul style="list-style-type: none"> • No metrics required – deliverable is the final report |
| <p><u>Buy Local/Placemaking</u></p> <ul style="list-style-type: none"> • # of Attendees/participants in events or campaigns • # of Businesses engaged in farmer’s markets, Buy Local campaigns, and similar initiatives <ul style="list-style-type: none"> ○ # of WMBE participating • \$ of Revenue generated (per business or in total) | <p><u>Tourism</u></p> <ul style="list-style-type: none"> • # of Non-local visitors • # of Hotel room nights • # of Businesses participating <ul style="list-style-type: none"> ○ # of WMBE participating • \$ of Increased ticket sales • # of Website visits, impressions, page visits, links clicked, etc. |
| <p><u>Export/Trade Assistance & Promotion</u></p> <ul style="list-style-type: none"> • # of businesses supported <ul style="list-style-type: none"> ○ # of WMBE businesses supported • # of businesses joining trade missions/tradeshows • \$ additional revenue generated • # Target markets reached | <p><u>Workforce Development</u></p> <ul style="list-style-type: none"> • # of Trainings offered • # of Individuals trained <ul style="list-style-type: none"> ○ # of WMBE individuals trained • # of Certificates, degrees or credits earned • \$ Wages paid to training graduates • Placement % of training graduates <ul style="list-style-type: none"> ○ % and # of WMBE participants |

Table of Metrics



Contract Deadline and Final Reporting

Projects must be completed by **December 15, 2026** and funds must be spent and invoiced before then.

Final reports will be due **Friday, November 15, 2026**. The Port will provide a final report template to city partners to complete as part of their final reporting requirements.



Port of Seattle

2025-2026 Economic Development City Partnership Program Application

| | |
|----------------------|--|
| City: | Redmond |
| Contact Name: | Domonique Meeks |
| Title: | Small Business Assistance Program Manager |
| Telephone: | 425 403 6791 |
| Email: | dmeeks@redmond.gov |
| Address: | 15670 NE 85th St |
| City, State, Zip: | Redmond, WA 98052 |
| Alternate Contact: | Philly Marsh |
| Alternate Telephone: | 425 588 8555 |
| Alternate Email: | PMarsh@redmond.gov |

Declaration: I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE PORT OF SEATTLE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

| | |
|------------------------------------|--|
| Signature of Responsible Official: | _____ |
| Print or Category Name and Title: | Philly Marsh, Economic Development Manager |
| Date: | 8/6/25 |

Deadline: The application must be submitted electronically to the Port of Seattle by **Friday, August 15 by 3:00 pm** and will be reviewed on a rolling basis.

Submit the application to: e-submittals-purch@portseattle.org and copy Annie Tran at tran.a@portseattle.org. Please send a word document version. [Project Description, Goals, Timeline, and Metrics](#)

Please describe each program you plan to implement using Port of Seattle funds. **Project categories may include:**



- Business Attraction
- Business Retention & Expansion
- Buy Local/Placemaking
- Export Assistance & Promotion
- Small Business Technical Assistance
- Tourism
- Workforce Development
- Plans/Special Projects (please consult with Port staff)

See Port Metrics table and be sure to include any WMBE specific metrics.

Project One: District Organizing and BIA Exploration

Project Category: Plans/Special Projects

Project Overview/Description: The City of Redmond will initiate a strategic, phased process to explore the feasibility and community readiness for establishing a Business Improvement Area (BIA) or similar district organization in Downtown Redmond. The City will focus its resources on internal staff education, property-owner engagement, and real-world learning through site visits and workshops with successful BIAs across the region.

This work will build shared understanding across departments and stakeholders about the benefits of self-sustaining district models that support economic vitality, streetscape improvements, visitor growth, and business collaboration. The project will include a structured scope development process, a series of field trips, a downtown property-owner summit, and ultimately, the preparation of an RFP for technical support to move the effort forward into formal feasibility assessment or pilot activation.

Smart Goal (Specific, Measurable, Achievable, Relevant, Time-bound):

- Develop a clear program scope and community engagement framework by October 2025
- Facilitate field visits to 2 existing BIAs and invite 2 guest presentations by peer organizations
- Host 1 property-owner summit and 3 internal education workshops for City staff
- Issue an RFP by January 2026 to select a consultant or partner to support next-phase work
- Complete a community-informed district readiness report with clear next steps by Q2 2026.

Timelines:

- Q4 2025:
 - Internal education sessions, stakeholder mapping
 - Field visits, property-owner summit
 - Scope finalized; RFP drafted
 - City and community workshops
- Q1 2026
 - Consultant onboarding, technical analysis, and final report
- Q3 2026
 - Presentation to City Council



Project Metrics:

- 1 district-readiness roadmap and scope document
- 25+ business/property stakeholders engaged
- 3 internal staff workshops held
- 2 field trips completed and documented
- % of participants identifying as WMBE (tracked through workshop sign-ins)
- Final recommendation on whether and how to move forward with a Downtown Redmond BIA or alternative model

Project Two: Startup 425

Project Category: Small Business Technical Assistance

Project Overview/Description: Redmond will continue to invest in Startup425 to provide Eastside entrepreneurs and small business owners with free training, mentorship, and resources. The program reduces barriers for first-time and non-traditional business owners across industries and supports graduates with connections to capital and customers.

Smart Goal (Specific, Measurable, Achievable, Relevant, Time-bound):

- Support at least 75 entrepreneurs in 2025 and 2026 with training, coaching, and resource navigation.
- Result in at least 5 new business launches or expansions by EOY 2026.
- Maintain strong participation from WMBE and underserved communities.

Timelines:

- Fall 2025: New Cohort
- Fall 2026: Another accelerator cohorts

Project Metrics:

- # of mentors recruited (businesses assisted + WMBE served)
- # of entrepreneurs entering the accelerator (attendees of events)
- # of founders graduating the venture-scalable track
- # of founders graduating the small business track
- # of founders from zip codes (locations)
- Voluntary self-attested founder demographics

Project Three: World Cup Activations

Project Category: Buy Local/Placemaking

Project Overview/Description:

In anticipation of the 2026 FIFA World Cup, Redmond will implement a series of culturally rich, soccer-themed activations to promote local businesses, enhance community pride, and drive



economic impact across the city. This effort will celebrate Redmond’s diverse communities and position local businesses—especially immigrant- and minority-owned businesses.

Planned activities include:

Fútbol for All Speaker Series - A curated series of public events hosted in early 2026 highlighting soccer’s global reach and cultural power.

Topics may include:

- *Soccer 101*: Understanding the rules of the game
- *History of Soccer in the Northwest*
- *Soccer for All*: Inclusion and accessibility in the sport
- *Intercultural Spotlights*: How cultures around the world embrace soccer
- *The Sounders’ Impact & Seattle’s Soccer Identity*
- *Journey to Equal Pay in Women’s Soccer*
- *Youth Soccer Evolution*
- *Sports Photography & Visual Storytelling*

Partners: Local cultural groups, Sounders alumni, Eastside For All, Redmond Senior & community center

Passport to the World Cup – Business Promotion Campaign - Inspired by the success of the Overlake and Small Business Saturday passports, this campaign will promote global Redmond businesses through a “passport” booklet that allows customers to explore different countries via international cuisine, retail, and services. Focused on January–February 2026 (a typically slow retail season).

This campaign aims to:

- Celebrate the cultural richness of Redmond’s small businesses
- Encourage foot traffic and new customer engagement
- Offer prizes or incentives for customers who complete passport visits

Destination Promotion - Create a strategic marketing campaign that promotes Redmond as a recreational and tourism destination.

Campaign themes may include:

- “Where Legends Eat” – showcasing local restaurants
- Park and trail highlights
- Behind-the-scenes soccer stories
- Business spotlights featuring World Cup-themed specials

Channels: Instagram, Facebook, City of Redmond website, video reels

Goal: Build pre-tournament excitement and increase online engagement

SMART GOALS

Deliver at least 3 activations by June of 2026

Number of WMBE businesses supported

Number of social media engagements



Smart Goal (Specific, Measurable, Achievable, Relevant, Time-bound):

- Implement at least 3 activations between January–July 2026.
- Support 25+ participating businesses, including WMBE establishments.
- Drive 5,000 engagements (in-person and online) during the tournament through social media, attendance at activations and web analytics.

Timelines:

- Fall 2025: Draft activation process
- Winter–Spring 2026: deliver activations

Project Metrics:

- Number of activations/events delivered (target: 5+)
- Number of businesses featured (target: 25)
- Number of WMBE businesses featured (target: 5 minimum)
- Estimated foot traffic and participation metrics

Project Budget

1. Please label the Project Name accordingly and sort by the correct Project Category.
2. Complete the budget table by including the Port funds requested and city funds allocated (including the monetary value of in-kind resources).
3. Calculate the total funds from each column. Calculate the percentage of contributions to each fund to ensure it meets the match requirements.

This table will be used in the contract agreement between the Port of Seattle and each city. **Please ensure the calculations are accurate.**

| Project Name: | Project Category (Please select one of the categories provided) | Port of Seattle Funds Awarded: | City Monetary Matching Funds: | City In-kind Matching Funds: | Total Funds (Including In-Kind): |
|-------------------------|--|--------------------------------|-------------------------------|------------------------------|----------------------------------|
| Project 1 BIA Study | Plans/Special Projects | \$60,000 | \$30,000 | | \$90,000 |
| Project 2 Startup425 | Small Business Technical Assistance | \$30,000 | \$15,000 | | \$45,000 |



| | | | | | |
|--|--------------------------|------------------|-----------------|--|----------------|
| Project 3 World Cup Activations | Buy Local/Placemaking | \$30,000 | 15,000 | | \$45,000 |
| Total Funds: | | \$120,000 | \$60,000 | | 180,000 |
| Percentage contribution to Port Funds*: | | | 50 | | |

*City monetary and in-kind matching funds must add up to at least 50% of the Port of Seattle funds. In-kind resources may only be used for up to 25 percent of the award amount.

Smaller cities - For smaller cities applying for Port funds up to \$10,000, cities may use *in-kind resources* to supplement their required match. For example, if the request is for \$10,000 in Port funds, the 50% match may be met by using \$5,000 in-kind resources.

- 1. Collaboration with partners:** Please identify all community organizations (chamber of commerce, neighborhood associations, Small Business Development Centers, SCORE, Greater Seattle Partners, etc.) you plan to work with to complete all or part of your project(s) for each project:

We plan to collaborate with a range of community and regional partners to ensure the success and broad impact of these projects:

Experience Redmond – tourism and placemaking program to amplify activations and connect with hospitality businesses.

Startup425 – regional collaboration supporting entrepreneurs and small businesses across the Eastside.

OneRedmond – economic development and small business support partner for outreach, engagement, and promotion.

Greater Seattle Partners – to align with regional business attraction and export promotion strategies.

SCORE & SBDC advisors – to provide technical assistance and mentoring to businesses engaged through activations.



Intentionalist – to highlight and drive spending to small, independent, and BIPOC-owned businesses through campaigns and gift cards.

Washington State Department of Commerce – for alignment on tourism, export readiness, and business retention tools.

These partners will be engaged through regular planning meetings, targeted outreach campaigns, and shared programming.

- 2. Use of consultants or contractors:** If you plan to use consultants or contractors to complete all or part of the project, please identify the firm or type of firm you plan to hire for this project.

We expect to engage consultants or contractors for portions of these projects:

BID Feasibility Study

We plan to contract with a consultant specializing in BIA/BID formation and feasibility, such as:

BERK Consulting (recognized in the region for district feasibility and formation studies)

Uncommon Bridges (community engagement and organizing)

Other qualified firms with experience in district assessments and stakeholder facilitation.

World Cup Activation

We may retain event production contractors to support activations, including:

Event logistics firms for public viewing events

Marketing/creative agencies to develop collateral and promotions

Local cultural programming partners

Startup425 Participation

Startup425 uses Founder Institute curriculum.

- 3. Equity:** Provide an overview of how intended projects support economically, socially disadvantaged communities, or WMBE businesses within your city or region.



Each of these projects is designed to support economically and socially disadvantaged communities and to advance equity for WMBE businesses in Redmond and the region:

BID Feasibility Study

The study will prioritize inclusive engagement of immigrant- and minority-owned businesses in Downtown Redmond, ensuring their perspectives shape any district governance and funding proposals.

Consultants will be selected with demonstrated experience in culturally competent outreach.

World Cup Activation

Activities will spotlight diverse small businesses and offer direct marketing and sales opportunities, particularly for BIPOC-owned restaurants and retailers.

Campaigns will be developed in multiple languages where possible, reducing barriers to participation.

Startup425

Programming is designed to reduce barriers for non-traditional and first-time business owners.

Priority is given to entrepreneurs who identify as women, BIPOC, immigrants, and other underserved populations.

Together, these projects advance equitable economic development and align with the Port's goals to expand opportunity and reduce disparities.



Memorandum

Date: 9/2/2025

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

File No. CM 25-477

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

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

TITLE:

Approval to Accept Simple Possession Advocacy Representation (SPAR) Grant

OVERVIEW STATEMENT:

The state provides grant funding to reimburse cities for public defense costs incurred in the representation of adults charged with misdemeanor drug possession or public use offense. The City recently applied for and was awarded a \$6,000 SPAR grant to cover eligible costs.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
RCW 2.70.200
- **Required:**
Grant acceptance requires Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The City is required to pay for public defense services. Leveraging additional funding sources such as SPAR offsets the

total costs incurred by the City.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$6000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000276 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:

Grant period is July 1, 2025, through June 30, 2026. A qualifying offense is a misdemeanor offense under RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge of a misdemeanor offense under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|------------------|------------------|
| 9/16/2025 | Business Meeting | Approve |

Time Constraints:

Timely approval will allow the City to proceed with contracting and invoicing.

ANTICIPATED RESULT IF NOT APPROVED:

Loss of grant funding.

ATTACHMENTS:

Attachment A: SPAR Agreement

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

| | |
|--|---|
| <p>1. Recipient City of Redmond PO Box 97010 Redmond, WA 98053</p> | <p>2. Recipient Representative Angela Birney Mayor City of Redmond PO Box 97010 Redmond, WA 98053</p> |
| <p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p> | <p>4. OPD Representative Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p> |
| <p>5. Agreement Amount \$6,000.00</p> | <p>6. Agreement Period July 1, 2025 through June 30, 2026</p> |
| <p>7. Purpose The purpose of this Agreement is to provide partial reimbursement to City of Redmond (Recipient) for the cost of providing high-quality indigent defense services for defendants facing charges of simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with RCW 2.70.200.</p> | |
| <p>8. Acknowledgement, Incorporation by Reference, and Execution The Office of Public Defense (OPD) and Recipient acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Exhibit A, Special Terms and Conditions, and Exhibit B, General Terms and Conditions.</p> | |
| <p>FOR RECIPIENT</p> <p>_____</p> <p>Angela Birney, Mayor</p> <p>_____</p> <p>Date</p> | <p>FOR OPD</p> <p>_____</p> <p>Grace O'Connor, Supervising Attorney</p> <p>_____</p> <p>Date</p> |

EXHIBIT A: SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

- a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.
- b) The Representative for OPD and their contact information is identified on the Face Sheet of this Agreement.
- c) The Representative for Recipient and their contact information is identified on the Face Sheet of this Agreement.

2. REIMBURSEMENT

- a) Subject to Section 4 of this Exhibit A, Terms of Reimbursement, OPD shall reimburse for authorized expenses as identified in Section 7 of this Exhibit A, Authorized Reimbursable Expenses.
- b) OPD will subtract from reimbursement amounts where Recipient or Recipient's court has assessed a cost of counsel against an indigent defendant and the indigent defendant has either signed a promissory note for that amount, or had a fee imposed at sentencing for this purpose. Recipient shall report such assessed costs to OPD.

3. MAXIMUM REIMBURSEMENT AMOUNT

- a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed \$6,000.00 for the period of this Agreement.
- b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. TERMS OF REIMBURSEMENT

- a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices, and sufficient documentation supporting the invoices. Recipient shall submit invoices to the Representative for OPD subject to the invoicing schedule included in subsection (h) of this Section 4.
- b) OPD will provide an invoice form to Recipient. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a compensation worksheet, case numbers during the invoice time period, and proof that the requested expenses were paid by Recipient. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.
- c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to Recipient via the default payment

method associated with Recipient's Statewide Vendor Number SWV0003729-10.

- d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.
 - e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.
 - f) Recipient shall report whether it will be unable to spend the maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to increase the maximum reimbursement amount. Any request to increase the maximum amount will be subject to Section 3(b) of this Exhibit A. OPD reserves the right to amend this agreement to reduce the maximum reimbursement amount set forth in Section 3(a) of this Exhibit A, and reallocate unspent funds to other jurisdictions, if Recipient's invoicing indicates it will be underspent.
 - g) Reimbursable expenses must be incurred between July 1, 2025 and June 30, 2026. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.
 - h) Recipient shall invoice OPD at least quarterly, but no more than once per month, according to the following schedule:
 - 1. Known expenses for July 1 through September 30, 2025 shall be submitted by November 1, 2025;
 - 2. Known expenses for October 1 through December 31, 2025 shall be submitted by February 1, 2026;
 - 3. Known expenses for January 1 through March 31, 2026 shall be submitted by May 1, 2026; and
 - 4. Known expenses for April 1 through June 30, 2026 shall be submitted by July 15, 2026.
 - i) OPD understands Recipients contractors may not bill Recipient timely and that Recipient may not be aware of expenses in a particular quarter until after the submission deadline has passed. OPD will reimburse for invoices submitted outside the schedule outlined in Section 4(h) of this Exhibit A, except for and subject to the limitation set for in Section 4(j) of this Exhibit A.
 - j) OPD's fiscal year runs from July 1, 2025 to June 30, 2026. Recipient must submit invoices for costs incurred during the grant period by July 15, 2026 or expenses may not be reimbursed. OPD makes no guarantee of reimbursement for eligible expenses invoiced after August 1, 2026.
5. **DUPLICATION OF BILLED COSTS**
Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.
6. **DISALLOWED COSTS**
Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

Recipient is authorized to seek reimbursement up to the maximum amount set forth in Section 3 of this Exhibit A, for the following costs, subject to the provisions in Sections 2 and 4 of this Exhibit A:

- a) Compensation for attorney Representation on Qualifying Cases;
- b) Compensation for attorney Consultation on Qualifying Cases;
- c) Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
- d) Investigation costs associated with Qualifying Cases;
- e) Expert services where the scope of the expert's expertise is related to a Qualifying Charge;
- f) Interpreter costs (out-of-court) on Qualifying Cases;
- g) Pre-approved training events for attorneys and defender professional staff;
- h) Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) where the RALJ appeal contains an issue for review arising from a Qualifying Charge; and
- i) Other indirect costs necessary to providing representation or consultation if pre-approved by OPD.

8. **OVERSIGHT**

Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city or county representatives.

9. **DEFINITIONS**

- a) "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea or trial. Examples include, but are not limited to, stipulated continuances, deferrals, Specialty or Therapeutic courts, Pre-file Diversion programs, or Pre-trial Diversion programs.
- b) "Consultation" means consultation for a Client prior to assignment of counsel at first appearance or arraignment. Consultation also means advising a Client on Pre-File or Pre-Trial Diversion options. Consultation also means advising a Client during the pendency of pre-trial Diversion.
- c) "Client" means an indigent individual facing a pending charge or charged with a Qualifying Charge in a court of limited jurisdiction.
- d) "Pre-File Diversion" means an opportunity for a Client to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the Client. Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).
- e) "Pre-Trial Diversion" means an opportunity for a Client to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.

- f) "Qualifying Charge" means a charge of violating RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.
- g) "Qualifying Case" means a proceeding filed against a Client in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.
- h) "Representation" means appointment to represent Clients in Qualifying Cases, including but not limited to appearance at arraignment, pre-trial appearances, motions, sentencings, status conferences, review hearings, client conferences, and preparation for trial. Representation also means appointment to represent Clients for Alternatives to Prosecution, including on motions to terminate Clients from Alternatives to Prosecution.
- i) "Specialty or Therapeutic Court" means a court utilizing a program structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

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

- a) Applicable federal and state of Washington statutes, regulations, and court rules
- b) Exhibit A, Special Terms and Conditions
- c) Exhibit B, General Terms and Conditions

EXHIBIT B: GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

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

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

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

9. **INDEMNIFICATION**

To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

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

13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **SUSPEND OR TERMINATE FOR NON-AVAILABILITY OF FUNDS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, OPD, at its sole discretion, may elect to suspend or terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions.

17. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.



Memorandum

Date: 9/2/2025

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

File No. CM 25-478

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

| | | |
|------------------------------------|-------------------|---------------------------------|
| Planning and Community Development | Tisza Rutherford | Homeless Outreach Administrator |
| Planning and Community Development | Brooke Buckingham | Human Services Manager |

TITLE:

Acceptance of King County Veterans, Seniors, and Human Services Levy (VSHSL) Grant

OVERVIEW STATEMENT:

The City of Redmond Human Services Division is requesting Council approval to accept King County Veterans, Seniors, and Human Services Levy (VSHSL) grant for one-time funding totaling \$6,000 to support the City’s comprehensive case management services for people experiencing homelessness or housing insecurity. This one-time funding was awarded by Metropolitan King County Councilmember Perry, District 3.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Homeless and Housing Stability Program
- **Required:**
Council approval is required to accept grant funding.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Acceptance of this funding will expand program flex funds to provide needed services for individuals experiencing homelessness or housing instability, which local non-profit organizations may not cover. These services include car repair, ID/ driver's license replacement, vehicle registration, gas cards, storage fees, and move-in assistance.

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:
\$6,000.00 received in grant funds. Staff working on this project are funded through the adopted budget.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000307 - Housing & Human Services

Budget Priority:
Vibrant and Connected

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

If yes, explain:
N/A

Funding source(s):
Grant

Budget/Funding Constraints:
Eligible expenses incurred from January 1 through December 31, 2025.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-------------|------------------|-------------------------|
| 9/16/2025 | Business Meeting | Approve |

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
Loss of grant funding opportunity.

ATTACHMENTS:
Attachment A: City of Redmond Letter of Award



King County

Adult Services Division

Department of Community and Human Services

401 Fifth Avenue, Suite 500
Seattle, WA 98104

206-263-9105 Fax 206-205-6565
TTY Relay: 711

July 23, 2025

Mayor Angela Birney
City of Redmond – Human Services Division
15670 NE 85th St
Redmond, WA 98052
abirney@redmond.gov

RE: 2025 One-Time VSHSL SE 8 Funding (Reference Number 2025-12108)

Dear Mayor Angela Birney:

On behalf of the City of Redmond – Human Services Division, you have agreed to accept King County Veterans, Seniors, and Human Services Levy (VSHSL) SE 8: Support Local Solutions one-time funding totaling **\$6,000** to support the City’s comprehensive case management services for people experiencing homelessness or housing insecurity. This one-time funding was awarded by Metropolitan King County Councilmember Perry, District 3.

This letter is to serve as the agreement between the City of Redmond – Human Services Division(Contractor) and the Adult Services Division (ASD) in the King County Department of Community and Human Services (DCHS) and is effective January 1, 2025, through December 31, 2025, unless otherwise terminated by DCHS.

A narrative report will be due no later than January 15, 2026 in which you provide a description of how these funds were used to benefit the residents of King County. Please note that future considerations of additional funding in years to come will be based in part on the receipt of the narrative report within the timeframe specified above.

The narrative report can be found and submitted here: [SE 8 Support Local Solutions End of Grant Report Survey \(surveymonkey.com\)](#). Please contact your program manager, Miran Kim, at mirkim@kingcounty.gov if you have any questions.

The Contractor shall include an attribution to King County VSHSL with the use of the VSHSL logo and/or a statement such as “This program receives funding from King County VSHSL” in all program marketing materials, digital or hardcopy, developed during the Period of Performance.

If the Contractor anticipates being unable to spend funds by December 31, 2025, the Contractor shall notify DCHS fourteen (14) days prior to the deadline and shall return all unspent grant proceeds to DCHS. If any funds provided to the Contractor were used in a manner that is not consistent or allowable as outlined in this Contract, the Contractor shall return funds to the DCHS in the amount determined to be ineligible within ten (10) calendar days after provided notice.

This award is conditioned upon your compliance with applicable County laws and the terms and conditions stated below. The award is further conditioned on availability of funding and is subject to change.

Payment and Deliverable Schedule:

| Due Date | Payment/ Fund Source | Deliverable |
|---|--|--|
| Upon agreement execution | \$3,000 VSHSL Fund- Regional Impact Initiatives | On-time completion / submission of: 1. Signed agreement |
| Within 10 days of project conclusion and no later than January 15, 2026 | \$3,000 VSHSL Fund- Regional Impact Initiatives | On-time completion / submission of: 1. Narrative report |

To acknowledge your acceptance and to receive the first award payment, **please sign and date below** and submit the following information to Miran Kim, Program Manager, at mirkim@kingcounty.gov:

1. The mailing address to which checks should be sent, if different from the remit address on your KC W-9.

Sincerely,

Michael Bailey

Director | Adult Services Division
 King County Department of Community & Human Services

cc: Libby Hollingshead, Chief of Staff, County Councilmember Perry, District 3
 Susan McCallister, Deputy Director, Adult Services Division (ASD), DCHS

The parties acknowledge this Agreement is the complete expression of the terms.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions listed above.

City of Redmond – Human Services Division

City of Redmond – Human Services Division
July 23, 2025
Page 2 of 2

Mayor Angela Birney
City of Redmond – Human Services Division

Date



Memorandum

Date: 9/2/2025
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 25-480
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

| | | |
|--------------|---------------|------------------------------|
| Public Works | Chris Stenger | Deputy Public Works Director |
| Public Works | Tom Hardy | Sr. Environmental Scientist |

TITLE:

Approve Interlocal Agreement for Washington Conservation Corps (WCC) 2025-26 with the Washington State Department of Ecology

OVERVIEW STATEMENT:

The Washington Conservation Corps (WCC) maintains stream and habitat restoration sites throughout the City of Redmond. Maintenance is typically required by permits for the first 5-10 years after project completion and ongoing maintenance is necessary for long-term project success.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Utilities Strategic Plan, Environmental Sustainability Action Plan
- **Required:**
Interlocal agreements require Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
WCC Agreement begins October 1, 2025

OUTCOMES:

Maintenance is a crucial activity to the success of restoration and mitigation associated with capital improvement projects. Approximately 100-acres of maintenance sites are distributed around Redmond (Attachment A).

The value of site maintenance goes far beyond permit compliance. Maintenance of restoration sites involves control of invasive weeds, litter pick-up, replacement planting, and other activities important to overall project success. This regular site maintenance enhances already completed projects, building on the initial investment, as well as improving the aesthetics of sites. This agreement includes 4 extra weeks of crew time to assist with large scale noxious weed management and tree planting projects.

WCC members are typically college-age students learning restoration techniques and gaining job skills. A crew consists of six staff that work a 40-hour work week, for 42 weeks, primarily managing noxious weeds and installing replacement plantings at City capital improvement projects. In addition, the crew helps with volunteer events, native tree planting, habitat assessment, small stream projects, site monitoring, and de-fishing stream projects. The contract with the Washington State Department of Ecology is included in Attachment B.

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:
\$289,380

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

Budget Offer Number:
00214

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Stormwater Operations \$289,380

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-------------|------------------|-------------------------|
| 9/16/2025 | Business Meeting | Approve |

Time Constraints:

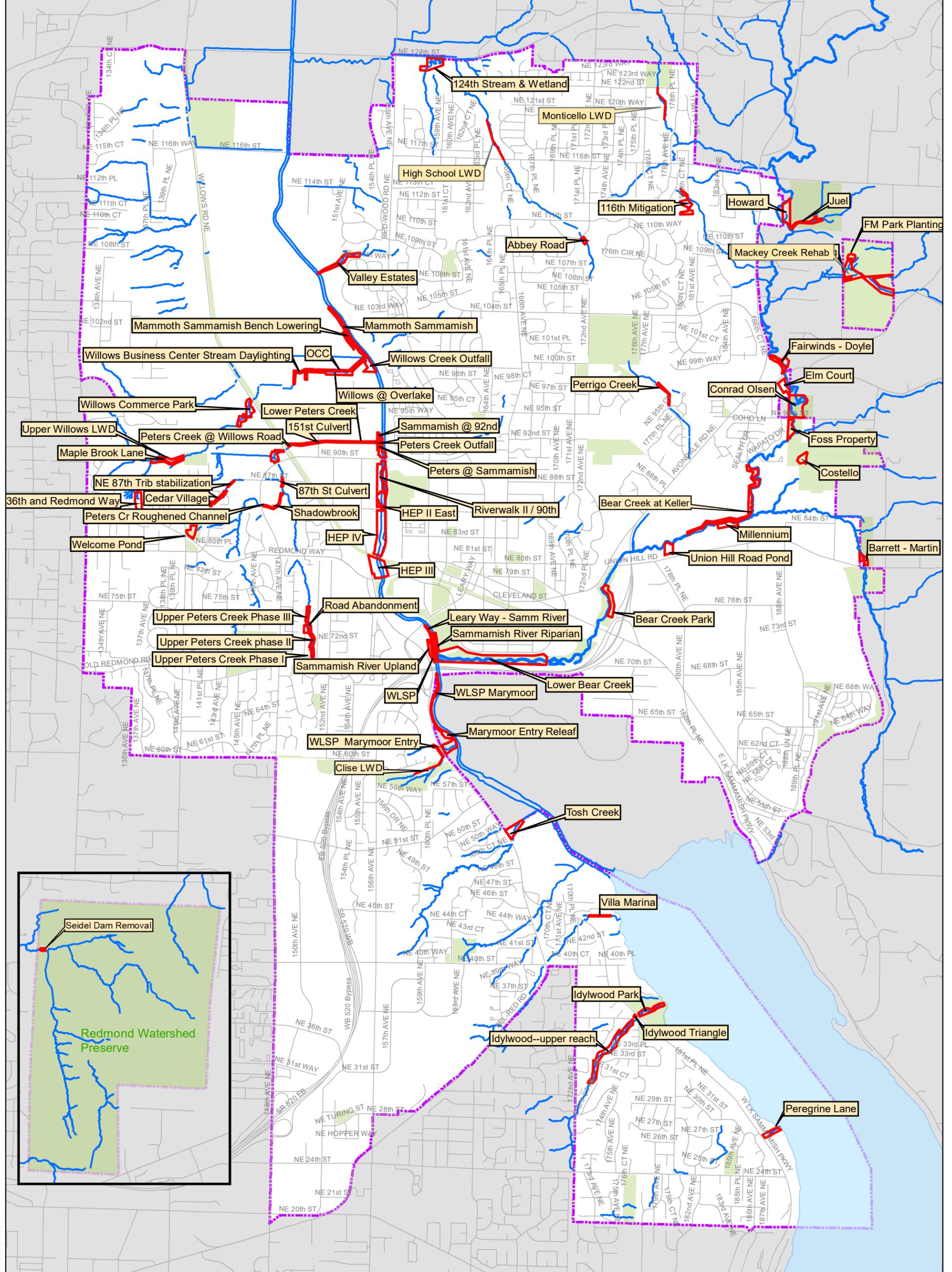
Agreement is for work between October 1, 2025 - September 30, 2026

ANTICIPATED RESULT IF NOT APPROVED:

The City would not meet its maintenance obligations for previously permitted CIP projects. In addition, this lack of maintenance would compound, and future maintenance would be more expensive.

ATTACHMENTS:

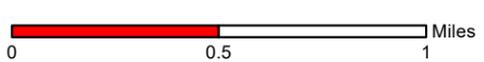
Attachment A: WCC 2025-26 Restoration and Maintenance Map
Attachment B: WCC 2025-26 Agreement



Redmond Restoration Projects

City of Redmond, Washington

2025-26



Legend

-  Stream
-  City Limits
-  Restoration Project
-  Street



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

File Name: Q:\NRF\Division\NRF_functions\04\Mapping\GISDatabase\SECTION



AGREEMENT NO WCC-25018

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY AND
City of Redmond(SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and City of Redmond, hereinafter referred to as the "SPONSOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2025 and be completed on 9/30/2026 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$289,380. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

| Provided by ECOLOGY | Reimbursed to ECOLOGY by Sponsor |
|---|--------------------------------------|
| WCC Services @ \$1,540/day for 169 days | 260,260 |
| WCC Services @ \$1,820/day* for 16 days at multi-crew rate | 29,120 |
| *For sponsors that have more than one full-time crew, WCC utilizes a multi-crew rate. The multi-crew rate still provides sponsors with cost-share, but at a reduced amount per day. | |
| Total SPONSOR Cost | \$289,380 |
| | <i>Above cost not to be exceeded</i> |

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$346,957 annually per WCC Crew consisting of five WCC Members and one WCC Supervisor and/or \$45,907 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

ASSIGNMENT

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

ASSURANCES

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

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

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

INDEPENDENT CAPACITY

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

MUTUAL AGREEMENT

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

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

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

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

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

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

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

STATEMENT OF WORK

Appendix A

Work Summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share active or abandoned encampment information with project partners when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.

2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.

3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.

4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.

5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.

6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

7. If inclement weather, including hazardous air quality, makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 169 days (approximately 42 weeks) during program service year (October-September).
2. Enroll members to begin service no sooner than October 1, 2025 and no later than October 16, 2025. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.
4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.
5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.
6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies and absences lasting 20 days or more. If a crew has two or fewer individuals available to serve, ECOLOGY will not bill for that service day.
7. If members are enrolled in Americorps, then these policies and procedures are in place:
 - a. Members enrollment start and end dates will reflect the timeframe to complete a 1700-hour, full-term service year or a 1200-hour, three-quarter service term in order to receive an AmeriCorps Education Award.
 - b. WCC members will have one day dedicated to MLK Community Service, listed in Appendix B.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo.
3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.
4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss due to negligence of the SPONSOR, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.
5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

6. If members are enrolled in AmeriCorps, then these policies and procedures are in place:

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

2025-2026 WCC Events Calendar

| October | | | | | | | November | | | | | | | December | | | | | | | January | | | | | | |
|---------|----|-----|----|-----|----|----|----------|-----|----|-----|----|----|----|----------|----|-----|----|----|----|----|---------|----|----|-----|----|----|----|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| | | 1 | 2 | 3 | 4 | 5 | | | | | 1 | 2 | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | | | | |
| 6 | 7 | 8 | 9 | 10* | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 8 | 9 | 10* | 11 | 12 | 13 | 14 | 5 | 6 | 7 | 8 | 9* | 10 | 11 |
| 13 | 14 | 15* | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13* | 14 | 15 | 16 | 15* | 16 | 17 | 18 | 19 | 20 | 21 | 12 | 13 | 14 | 15* | 16 | 17 | 18 |
| 20 | 21 | 22 | 23 | 24* | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 22 | 23 | 24* | 25 | 26 | 27 | 28 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 27 | 28 | 29 | 30 | 31 | | | 24 | 25* | 26 | 27 | 28 | 29 | 30 | 29 | 30 | 31* | | | | | 26* | 27 | 28 | 29* | 30 | 31 | |

| February | | | | | | | March | | | | | | | April | | | | | | | May | | | | | | |
|----------|-----|-----|-----|----|----|----|-------|-----|-----|-----|----|----|----|-------|----|-----|-----|-----|----|----|-----|----|----|-----|-----|----|----|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| | | | | | | 1 | | | | | | 1 | | | | 1 | 2 | 3 | 4 | 5 | | | | | | | |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 6 | 7 | 8 | 9 | 10* | 11 | 12 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 9 | 10* | 11 | 12* | 13 | 14 | 15 | 9 | 10* | 11 | 12* | 13 | 14 | 15 | 13 | 14 | 15* | 16 | 17 | 18 | 19 | 11* | 12 | 13 | 14 | 15* | 16 | 17 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 20 | 21 | 22 | 23* | 24* | 25 | 26 | 18 | 19 | 20 | 21 | 22* | 23 | 24 |
| 23 | 24 | 25* | 26 | 27 | 28 | 28 | 23 | 24 | 25* | 26 | 27 | 28 | 29 | 27 | 28 | 29 | 30* | | | | 25 | 26 | 27 | 28* | 29 | 30 | 21 |

| June | | | | | | | July | | | | | | | August | | | | | | | September | | | | | | |
|------|----|-----|-----|----|----|----|------|----|-----|-----|-----|----|----|--------|-----|----|----|----|----|----|-----------|-----|----|-----|-----|----|----|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10* | 11 | 12 | 13 | 14 | 6 | 7 | 8 | 9 | 10* | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10* | 11 | 12 | 13 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 13 | 14 | 15* | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15* | 16 | 17 | 18 | 19 | 20 |
| 22 | 23 | 24 | 25* | 26 | 27 | 28 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25* | 26 | 27 |
| 29 | 30 | | | | | | 27 | 28 | 29 | 30* | 31 | | | 24 | 25* | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | | | | |

- Holiday (observed) - day off
- Orientation - regional
- Assistant supervisor training
- MLK: Supe holiday, member service day
- Individual placement meeting (in-person)
- Training conference
- 3/4-term member orientation (virtual)
- Extended management & ops meeting
- Spike (2 wks on special assignment)

- AmeriCorps swearing-in (0.5 day - virtual)
- Credit card log due
- eTime: Hours entered
- eTime: Prior pay period approval due
- Payday (10th & 25th, varies on weekends)
- Production (last Thursday of the month)
- Supervisors: Crew interviews
- Noxious weed control workshops

- Start date (FT/Oct. 3QT=10/1, Jan. 3QT=1/20, QT=6/8)
 - PDPs due (Feb: Jan. 3/4 term, May: Oct. 3/4 term, Jul: QT)
 - End date (FT/Jan. 3QT/QT=9/10, Oct. 3QT=6/4)
 - End-of-year presentations
- 8/20 Olympic; 8/27 S. Puget Sound; 9/3 Central/E. WA, S. King County & N. King County/Snohomish; 9/10 Northwest**
- Shutdown Weeks:**
- Supervisors: Finalize interviews/enrollment
 - Supervisors: Cross-training
 - Supervisors: All staff meeting & prep days

| | |
|---------------------|------|
| October | 180 |
| February | 150 |
| June | 170 |
| FT: Oct. 1-sept. 10 | 1880 |

| | |
|-------------------------|------|
| November | 130 |
| March | 180 |
| July | 170 |
| Oct. 3QT: Oct. 1-June 4 | 1350 |

| | |
|----------------------------|------|
| December | 180 |
| April | 180 |
| August | 170 |
| Jan. 3QT: Jan. 20-Sept. 10 | 1300 |

| | |
|---------------------|-----|
| January | 160 |
| May | 150 |
| September | 60 |
| QT: June 8-Sept. 10 | 530 |

FT: 1700-hr min, \$7,395 Ed Award

3QT: 1200-hr min, \$5,176.5 Ed Award

QT: 450-hr min, \$1,956.35 Ed Award

Members' Potential Hours (For general guidance only - hours not guaranteed)

WCC standard schedule (40 hours/week) is Monday - Sunday



Memorandum

Date: 9/2/2025

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

File No. CM 25-481

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

| | | |
|--------------|------------------|--------------------------------|
| Public Works | Patty S. Criddle | Transportation Eng. Supervisor |
| Public Works | Paul Cho | Traffic Operations Manager |
| Public Works | Vangie Garcia | Public Works Deputy Director |

TITLE:

Approve On-Call Agreement with River Oaks Communication for Consultant Services

OVERVIEW STATEMENT:

Public Works is requesting approval for an on-call agreement with River Oaks Communications in an amount not to exceed \$150,000 for assistance with telecommunications and franchise right of way agreements, evaluating technical and financial implications of possible City-owned telecommunications infrastructure, and providing other related professional telecommunications support services.

The agreement will be in effect through December 31, 2026, with one option to extend up to one year and an additional \$150,000 based on the City’s needs and the firm’s performance.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
RMC 12.14 - Telecommunications
- **Required:**
Council approval is required to award a professional services agreement exceeding \$50,000 (2018 City Resolution 1503)
- **Council Request:**
N/A

- **Other Key Facts:**
Public Works is requesting this item go forward for Council approval at the September 16, 2025, Council business meeting.

OUTCOMES:

The City benefits from having an on-call agreement for professional assistance for franchise and/or telecommunication support services because the city does not have subject matter experts in this field. It is important to have a trusted and knowledgeable resource, especially for sensitive situations that need timely decision-making.

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 request is a contracting mechanism for work items with previously approved budgets, as needed.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

There are no budget numbers encumbered by this on-call contract - only work items with approved budgets will charge to the contract.

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|------------------|------------------|
| 9/16/2025 | Business Meeting | Approve |

Time Constraints:

This on-call agreement will be used for critical work items during the last quarter of 2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: Consultant Agreement

| |
|--|
| |
|--|

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

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

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

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

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

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

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

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

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

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

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

5. **Extra Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A – Scope of Work

A. Description

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 CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so.

Under this Agreement, the purpose of this Agreement is to provide comprehensive professional telecommunications services in support of the City and its programs.

General Scope of Services

The CONSULTANT/CONTRACTOR will provide all labor, materials, equipment, and supplies to perform professional services on a task order basis for various task assignment projects. These tasks may include, but are not limited to, the following:

1. Technical and Financial Implications and RFQ Development for City-Owned Telecommunications Infrastructure

- Assess the technical and financial implications of relocating telecommunications equipment from existing City-owned water tank structures to standalone, City-constructed monopole or lattice cell towers.
- Evaluate existing telecommunications leases to identify legal, operational, or financial constraints affecting the City’s ability to modify, amend, or terminate agreements in support of relocation efforts.
- The City shall identify and CONSULTANT/CONTRACTOR shall assess potential sites for new telecommunications towers within Public Works-managed properties with the assistance of technical and engineering firms and financial analysis firms, particularly near current water tank locations.
- Develop a Request for Qualifications (RFQ) or Request for Proposal (RFP) for design/build or design/build/operate services for new City-owned telecommunications tower sites.
- Provide other professional services related to this initiative as requested by the CITY.

2. Telecommunications and Franchise Right-of-Way Agreement Support

- Review and update expired or outdated Franchise right-of-way or Telecommunications Master Permit Agreements (MPAs) to align with current municipal code, legal standards, and industry best practices.
- Conduct research and provide recommendations regarding telecommunications providers asserting statewide franchise authority in lieu of entering into MPAs with the City.
- Provide support for drafting, negotiating, and administering franchise agreements with telecommunications or other providers operating within the City.
- Provide other professional services related to telecommunications and franchise right-of-way agreements, right-of-way use, and address regulatory issues as needed by the CITY.

3. Related Professional Telecommunications Support Services

- Attend meetings virtually or in person with City staff, telecommunications and utility and other providers, or other stakeholders as requested.

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- Provide technical assistance, policy review, strategic guidance, and other professional services related to telecommunications leases, telecommunications infrastructure development, right-of-way permitting, or franchise agreements, as further defined in individual task orders issued by the CITY.

Exhibit B - Schedule

CONSULTANT/CONTRACTOR Schedule, 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/ CONTRACTOR task orders will be coordinated with on-going work being performed by the CITY.

Task Order Process

- a. For each individual task order, the project manager will issue a written or 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.
- b. 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. CONSULTANT/CONTRACTOR anticipates that it may work with some or all of the following City approved subconsultants in connection with this work: KNS Engineering, Fortitude Ventures, LLC, CBG Communications, Inc. and Strategic Tower Advisors. The hourly rate of the subconsultants will range approximately from \$175/hour to \$450/hour plus expenses depending upon the personnel involved. The hourly rates of subconsultants, if needed, shall be submitted to the City for review and approval prior to any work being performed by that subconsultant. Any other subconsultants that are not listed above must be pre-approved by the City.
- c. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule, consultant fee, and other project management details.
- d. The project manager will provide a final approval of the task order with a signed task order sheet.
- e. 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 be 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.

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Exhibit C - Fee

Task Order Administration

Period of Performance and Contract Value

This CONSULTANT/CONTRACTOR Agreement shall remain in effect until **December 31, 2026**. Any work authorized by task order before December 31, 2026, shall continue until the completion date designated in the task order.

At the City of Redmond's option, the contract may be extended for an additional one-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 one hundred fifty thousand dollars (\$150,000); 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. At the City's discretion the value of the contract could potentially be increased through supplemental agreements in an amount not to exceed one hundred fifty thousand (\$150,000). The work will be conducted through task orders for specific pieces of work.

CONSULTANT/CONTRACTOR shall invoice the City at the rate of \$350 per hour plus expenses for the time period from September 2025-December 31, 2026, and at the rate of \$375 per hour plus expenses from January 1, 2027-December 31, 2027.

This Scope includes technical and engineering and financial analysis work which will be subcontracted by CONSULTANT/CONTRACTOR to technical, engineering and other firms. The City and CONSULTANT/CONTRACTOR recognize that there potentially could be several sites and property locations where the City may be interested in having existing providers move their facilities from current water tank locations to new or existing towers. Additionally, the City may be interested in having towers constructed in other locations. At this time, it is also not known how many tower companies and telecom providers will respond to each of the RFQs or RFPs. Each response will need to be reviewed by CONSULTANT/CONTRACTOR and a technical and engineering firm.

As indicated above, it is anticipated that each of these tasks/projects will require separate technical and engineering work and financial analysis. At this time, it is not quantifiable as to how many sites might be involved and the number of RFP or RFQ responses for each site and the technical and engineering work and financial analysis costs for each of those tasks/projects. With each task and project, CONSULTANT/CONTRACTOR will provide the cost estimate for CONSULTANT/CONTRACTOR, the technical and engineering and other firms which will include the projected financial cost estimates to design/build or design/build/operate a tower and to move existing facilities of providers (at the City's expense) from water tanks to new towers if providers are not willing to pay for those costs. Also, there could be other work to be performed with respect to other City sites for new towers. The City shall assist in the preparation of the RFP or RFQ by providing to CONSULTANT/CONTRACTOR previously issued RFPs or RFQs that contain requirements of the City. Upon approval of the Public Works Director, CONTRACTOR/CONSULTANT may interact with and seek input from the City Attorney.

Given the foregoing, the City and CONSULTANT/CONTRACTOR will work together if additional funding from the City beyond the initial \$150,000 is necessary to cover the costs for

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CONSULTANT/CONTRACTOR, technical and engineering and other firms. It is mutually agreed between the City and CONSULTANT/CONTRACTOR that if funding from the City is not available to compensate CONSULTANT/CONTRACTOR and the technical and engineering firms and financial analysis firms, then CONSULTANT/CONTRACTOR, the technical and engineering and other firms will not be obligated to continue their work until such funding is available. The City may elect, separate and apart from the budget in this contract, to budget and pay for all costs related to the design, construction and management of towers and the movement of provider facilities from water tanks to towers (if any or all of the providers are not willing to pay for such movement of provider facilities).

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Memorandum

Date: 9/2/2025
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 25-484
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|--|----------------------|---|
| Public Works | Aaron Bert | 425-556-2786 |
| Click and select a department from the list. | Enter director name. | Enter director phone number as 425-556-**** |

DEPARTMENT STAFF:

| | | |
|------------------------------------|---------------|-----------------------------|
| Public Works | Joe Averill | Project Manager |
| Planning and Community Development | Micah Ross | Senior Engineer |
| Public Works | Steve Gibbs | Capital Division Manager |
| Public Works | Vangie Garcia | Deputy Public Work Director |

TITLE:

Contract Award to Fury Site Works Inc., of North Bend, WA, for the Avondale Way Sidewalk Repairs Project.

OVERVIEW STATEMENT:

Award Construction Contract

Public Works is requesting to award the construction contract of the Sidewalk Repairs Avondale Way (Project Number 2429) in the amount of is \$965,030.00 to Fury Site Works Inc.

This project will repair sidewalks to enhance pedestrian safety and accessibility. Work will focus on the south side of Avondale Way, from 170th Ave NE to where the sidewalk intersects the Bear Creek Trail (approximately 1000 feet), and on the north side of Avondale Way, extending approximately 600 feet east from NE 79th St. to the concrete retaining wall.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan, ADA Transition Plan, PARCC Plan, Tree Canopy Plan, Climate Resiliency and Sustainability Vegetation Management Plan
- **Required:**
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503).
- **Council Request:**
NA
- **Other Key Facts:**
Public Works is requesting this item go forward for Council approval at the September 16, 2025, Council business meeting.

OUTCOMES:

Approving the contract will provide for new ADA compliant sidewalks that will meet the public right-of-way accessibility guidelines and will also meet the city’s mission to create vibrant, connected, healthy, and sustainable urban areas.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Webpage: Initial posting spring 2025
Postcard: First mailing spring 2025
Social Media: Posts and service alerts updates will be provided.
On-site signage: Project information and tree protection signs, during construction.
- **Outreach Methods and Results:**
NA
- **Feedback Summary:**
NA

BUDGET IMPACT:

Total Cost:
\$965,030.00

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

Budget Priority:
Vibrant and Connected

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

If yes, explain:

Examples: software with a yearly cost, revenue generating, match requirements, etc. - if none, enter N/A.

Funding source(s):
General Fund, Transportation CIP

Budget/Funding Constraints:
NA

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|------------------|------------------|
| 9/16/2025 | Business Meeting | Approve |

Time Constraints:
Award of bid must occur within 45 days of the bid opening, or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the contract will result in delaying the construction and increasing the cost to complete the project.

ATTACHMENTS:

Attachment A: Sidewalk Repairs Avondale Way Project Information Sheet
Attachment B: Additional Project Information



CIP Project Information Sheet

Project Name: Sidewalk Repair Project - Avondale Way (170th Avenue to Union Hill Road)

Project Status: Existing - Revised

Functional Area(s): Transportation

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

Neighborhood: Downtown

Time Frame: 2023-2025

Budget Priority: Vibrant and Connected

Citywide Rank: 39

Functional Area Priority: High

Location: Avondale Way, from 170th Avenue NE to Union Hill Road

Description:

Repair sidewalk and replace street trees due to ongoing damage to sidewalk. Addition of new ramp/trail connection from Avondale Way to Bear Creek Trail.

Anticipated Outcomes: **Primary:** Rehabilitation **Secondary:** Safe pedestrian access to Downtown Redmond Light Rail Station that meets ADA requirements, eliminates tripping hazards, and reduces maintenance frequency.

Request: **Primary Reason(s):** Budget Process
Project approved in the 2023-2028 CIP budget process.

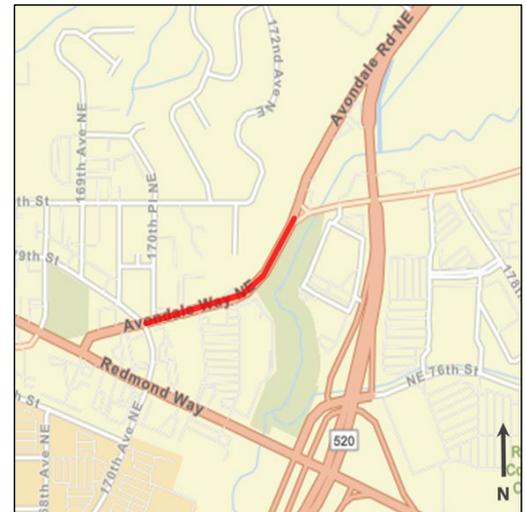
| Budget: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|--------------------------------|---------------------------------------|--|--|-------------------------------------|------|------|------|--------|--------------------|
| Original Budget | \$1,291,910 | \$788,343 | | | | | | | \$2,080,253 |
| Approved Changes | | | | | | | | | |
| Current Approved Budget | \$1,291,910 | \$788,343 | | | | | | | \$2,080,253 |
| Proposed New Budget | \$829,081 | \$1,211,696 | | | | | | | \$2,040,777 |
| Proposed changes due to | <input type="checkbox"/> Scope Change | <input type="checkbox"/> Schedule Change | <input type="checkbox"/> Budget Change | <input checked="" type="checkbox"/> | | | | | |

| Project Phasing: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|----------------------------|------------------|--------------------|------|------|------|------|------|--------|--------------------|
| Preliminary Design (0-30%) | \$121,937 | | | | | | | | \$121,937 |
| Right of Way | \$18,759 | | | | | | | | \$18,759 |
| Design (31-100%) | \$254,647 | | | | | | | | \$254,647 |
| Construction | \$433,738 | \$562,784 | | | | | | | \$996,522 |
| Contingency | | \$648,912 | | | | | | | \$648,912 |
| Total | \$829,081 | \$1,211,696 | | | | | | | \$2,040,777 |

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

Explanation: No M&O costs expected.

| Proposed Funding Sources: | Prior | 2025-2030 | Future | Total |
|---------------------------|------------------|--------------------|--------|--------------------|
| General Fund | \$133,132 | \$35,035 | | \$168,167 |
| Transportation CIP | \$695,949 | \$1,176,661 | | \$1,872,610 |
| Total | \$829,081 | \$1,211,696 | | \$2,040,777 |



Attachment B – Additional Project Information

Sidewalk Repairs Avondale Way

Project Discussion

This project aims to provide a safe, level pedestrian access route that is compliant with ADA guidelines. It includes replacing curb ramps, sidewalks, driveways, curbs and gutters, storm drainage structures, and street trees to address failed infrastructure, root eruptions, and ADA deficiencies. Specific enhancements include replacing the ramp connection from Avondale Way to Bear Creek Trail and integrating private driveways with the new pedestrian access route. Select replacement trees will be chosen to suit the site and support long-term infrastructure protection.

Every effort was made to avoid tree removal. The design team worked closely with an arborist and determined the minimum number of trees for removal, which will be replaced on site with selections better suited as street trees.

Project-Related Community/Stakeholder Outreach

City Communications, Parks & Recreation staff have been informed of the upcoming construction. Outreach will include social media posts and service alert notices to Redmond residents and businesses.

Bid Results

The project was advertised in the *Daily Journal of Commerce* on August 7, 2025 and August 13, 2025. Bids were received and opened on August 25, 2025. The City received 10 bids which are summarized below.

| Bidder | Bidder Location | Bid Amount |
|-------------------------------|------------------------|---------------------|
| Fury Site Works Inc. | North Bend, WA | \$820,884.79 |
| Kamins Construction Inc. | Bothell, WA | \$904,756.70 |
| Active Construction Inc. | Puyallup, WA | \$948,768.00 |
| Sunset Grill Construction LLC | Bellingham, WA | \$958,114.95 |
| OMA Construction Inc. | Maple Valley, WA | \$1,010,110.00 |
| Always Active Services | Snohomish, WA | \$1,036,250.00 |
| RRJ Company LLC | Monroe, WA | \$1,067,545.51 |
| Granite Construction | Everett, WA | \$1,142,735.00 |
| Interwest Construction Inc. | Burlington, WA | \$1,191,090.00 |
| Titan Earthwork LLC | Pacific, WA | \$1,334,687.00 |
| Engineer's Estimate | | \$965,030 |

All bidders' unit prices, extensions, and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends awarding contract to Fury Site Works Inc.

Fiscal Information

| Estimated Project Costs | | |
|--------------------------------|----|---------|
| Preliminary Design | \$ | 37,657 |
| Design | \$ | 329,758 |

| | | |
|-------------------------------------|-----------|--------------------|
| Construction | \$ | 974,359 |
| Contingency | \$ | 243,590 |
| Total Estimated Project Cost | \$ | 1,585,364 |
| | | |
| Project Funding | \$ | \$2,040,777 |
| Budget Difference | \$ | 455,413 |



Memorandum

Date: 9/2/2025
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 25-474
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|--------------|-----------------|--------------|
| Public Works | Aaron Bert | 425-556-2786 |
| Parks | Loreen Hamilton | 425-556-2336 |

DEPARTMENT STAFF:

| | | |
|--------------|---------------|-----------------------------------|
| Public Works | Amy Kim | Capital Project Manager |
| Public Works | Eric Dawson | Engineering Supervisor |
| Public Works | Steve Gibbs | Capital Projects Division Manager |
| Public Works | Vangie Garcia | Deputy Public Works Director |

TITLE:

Award Progressive Design-Build (PDB) Contract to Lease Crutcher Lewis WA, LLC of Seattle, Washington, for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project

OVERVIEW STATEMENT:

Public Works is requesting to award the PDB Contract for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project, Project No. 2501, to Lease Crutcher Lewis WA, LLC in the amount of \$5,517,930.00 for the completion of the Validation Phase Work.

The PDB Contract requires the Design-Builder to perform all design and construction services. The Work will be completed in three phases: the Validation Phase, Phase 1 (Preconstruction and Design), and Phase 2 (Construction).

Approval is currently being requested for the entire PDB Contract, with funding limited to the Validation Phase scope of Work. Future funding requests for Phases 1 and 2 will be submitted as Contract Amendments to complete the Work.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
Capital Investment Program

Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the City to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.

Maintenance and Operations Center Master Plan

- **Required:**

Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)

- **Council Request:**

N/A

- **Other Key Facts:**

Public Works is requesting this item go forward for Council approval at the September 16, 2025, Council Business Meeting.

OUTCOMES:

Approving this action keeps the City on the path to completing the Validation of the project, ensuring the scope, budget, and schedule are achievable, reducing risk by resolving issues early, and providing the confidence to successfully proceed into later phases.

This effort also brings the project one step closer to delivering a more efficient operations center that will allow Public Works and Parks staff to grow and continue to provide the expected level of services to Redmond residents, as outlined in the 2050 Comprehensive Plan.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Early community outreach efforts are underway. The Master Plan outlines key elements of the surrounding area and site adjacencies, which serve as an initial guide for identifying relevant stakeholders and shaping outreach priorities.

The City’s Owner’s Representative team (OAC) includes an experienced outreach sub-consultant to lead the development and execution of a tailored outreach plan. In collaboration with the City of Redmond’s Communications team, the outreach sub-consultant participated in an initial scoping meeting in July. The meeting focused on aligning goals, identifying gaps, and maximizing the impact of outreach activities to support the project’s success moving forward.

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

\$5,517,930.00

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

CIP

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

- General Fund
- Real Estate Excise Tax
- Stormwater CIP
- Water CIP
- Wastewater CIP
- Bond Issuance

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|-----------|---|---------------------|
| 3/25/2025 | Committee of the Whole - Parks and Environmental Sustainability | Provide Direction |
| 4/1/2025 | Business Meeting | Approve |
| 7/15/2025 | Business Meeting | Receive Information |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|------------------|------------------|
| 9/16/2025 | Business Meeting | Approve |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Without approval of the PDB Contract, the project cannot advance into Validation, design, and construction, putting the compressed schedule at greater risk and increasing the potential for delays and cost escalation.

ATTACHMENTS:

Attachment A: MOC Campus Redevelopment Project Information Sheet

Attachment B: Additional Project Information

Attachment C: Project Timeline

Attachment D: Progressive Design-Build Contract



CIP Project Information Sheet

Project Name: Maintenance and Operation Center (MOC) - Campus Redevelopment

Project Status: Existing - Revised

Functional Area(s): Facilities, Stormwater, Wastewater, Water

Relevant Plan(s): Facilities Plan, Emergency Management Plan

Neighborhood: Southeast Redmond

Time Frame: 2027-2029

Budget Priority: Vibrant and Connected

Citywide Rank: 2

Functional Area Priority: High

Location: 18080 NE 76th Street

Description:

Construction of Phase 1 of the MOC campus redevelopment.

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

Completed construction and have use of a multi-story central Parks and Public Works operations building with open and flexible crew, office, meeting, and emergency response spaces that replaces the existing MOC1 building that is past its useful life.

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

Project approved in the 2023-2028 CIP budget process.

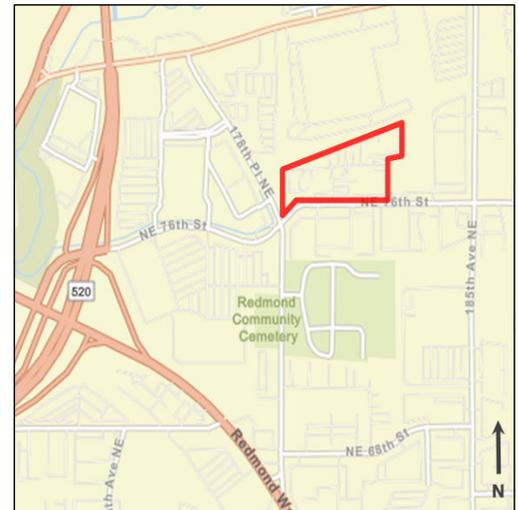
| Budget: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|--------------------------------|------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| Original Budget | | | | \$22,500,000 | \$22,500,000 | \$22,500,000 | \$22,500,000 | \$60,000,000 | \$150,000,000 |
| Approved Changes | | | | | | | | | |
| Current Approved Budget | | | | \$22,500,000 | \$22,500,000 | \$22,500,000 | \$22,500,000 | \$60,000,000 | \$150,000,000 |
| Proposed New Budget | | \$22,500,000 | \$22,500,000 | \$60,000,000 | \$60,000,000 | \$52,500,000 | \$7,500,000 | | \$225,000,000 |
| Proposed changes due to | ___ Scope Change | | X Schedule Change | | | | | | |

| Project Phasing: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|----------------------------|-------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------------|--------|----------------------|
| Preliminary Design (0-30%) | | | | | | | | | |
| Right of Way | | \$83,940 | | | | | | | \$83,940 |
| Design (31-100%) | | \$21,684,810 | \$21,768,750 | \$897,840 | | | | | \$44,351,400 |
| Construction | | \$731,250 | \$731,250 | \$59,102,160 | \$60,000,000 | \$52,500,000 | \$7,500,000 | | \$180,564,660 |
| Contingency | | | | | | | | | |
| Total | | \$22,500,000 | \$22,500,000 | \$60,000,000 | \$60,000,000 | \$52,500,000 | \$7,500,000 | | \$225,000,000 |

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

Explanation: No M&O costs expected.

| Proposed Funding Sources: | Prior | 2025-2030 | Future | Total |
|---------------------------|-------|----------------------|--------|----------------------|
| General Fund | | \$52,269,451 | | \$52,269,451 |
| Real Estate Excise Tax | | \$62,050,000 | | \$62,050,000 |
| Stormwater CIP | | \$31,500,000 | | \$31,500,000 |
| Water CIP | | \$29,250,000 | | \$29,250,000 |
| Wastewater CIP | | \$29,250,000 | | \$29,250,000 |
| Bond Issuance | | \$20,680,549 | | \$20,680,549 |
| Total | | \$225,000,000 | | \$225,000,000 |



Attachment B – Additional Project Information

Maintenance and Operations Center (MOC) – Campus Redevelopment Project

Design-Build Team Selection Process

The design-build team selection process initially evaluates Statements of Qualifications (SOQ) from design-build teams of contractor and architect. The SOQs were scored, and the three highest scoring teams were invited to respond to a Request for Proposal (RFP). The RFP included a Management Plan, Interactive Meetings with city staff, and a fee proposal. The Management Plan, Interactive Meetings, and Fee Proposal were scored and combined with SOQ scores to determine the selected team. This process followed the requirements of RCW 39.10.

The City received 10 SOQs. The submitting teams and the scores are summarized below.

Final Scoring

| RMOC SOQ Scoring Summary | | | | | | | | | | | |
|--|-----------------|------------------------|----------------------|--------------------|----------------------|---------------------|---------------------|-----------------|-------------------------------|----------------|------------------------|
| | Points Possible | Team Scoring Summary | | | | | | | | | |
| | | Absher + Huitt-Zollars | BNB + Miller Hayashi | GLY + ZGF + Wagner | Graham + Teeple +SWL | Hensel Phelps + STV | Hoffman + MacKenzie | HSW + LMN + PCG | Lease + Miller Hull + Stantec | PCL + DLRGroup | Skanska + TCF + Mithun |
| 6.1 Letter of Interest | 0 | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| 6.2 Proposed Team | 20 | 9 | 8 | 15 | 9 | 14 | 13 | 17 | 18 | 10 | 12 |
| 6.3 Design & Preconstruction Experience | 20 | 13 | 11 | 16 | 12 | 17 | 14 | 15 | 18 | 16 | 15 |
| 6.4 Estimating, Scheduling, and Construction | 25 | 16 | 23 | 17 | 19 | 22 | 21 | 15 | 20 | 14 | 20 |
| 6.5 Past Performance on Similar Projects | 30 | 18 | 14 | 22 | 18 | 22 | 18 | 18 | 23 | 12 | 20 |
| 6.6 DBE/MWBE/Small Business Outreach | 5 | 5 | 5 | 5 | 4 | 5 | 4 | 5 | 5 | 5 | 5 |
| 6.7 Safety | P/F | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| 6.8 Bonding Capacity | P/F | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| 6.9 Insurance Requirements | P/F | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass |
| Total | | 61 | 61 | 75 | 62 | 80 | 70 | 70 | 84 | 57 | 72 |

| Management Scoring Summary | | | | |
|---|----------------------|--------------------|---------------------|-------------------------------|
| | Team Scoring Summary | | | |
| | Points Possible | GLY + ZGF + Wagner | Hensel Phelps + STV | Lease + Miller Hull + Stantec |
| Approach to Initial Contract Phase/s (10 pts)) | 10 | 7 | 8 | 9 |
| Design Development Approach (10 pts) | 10 | 8 | 7 | 9 |
| Preconstruction Approach (10 pts) | 10 | 9 | 8 | 9 |
| Cnst Mgmt, Sequencing, Scheduling & Buyout (10 pts) | 10 | 7 | 8 | 9 |
| Accident Prevention, Safety, and Claims (5 pts) | 5 | 4 | 5 | 4 |
| Inclusion Plan, DBE/MWBE/Small Business, Apprentice (5 pts) | 5 | 5 | 5 | 4 |
| Total | | 40 | 41 | 44 |

| RFP Scoring Summary 100 pts | | | | |
|-----------------------------|-----------------|--------------------|---------------------|-------------------------------|
| | Points Possible | GLY + ZGF + Wagner | Hensel Phelps + STV | Lease + Miller Hull + Stantec |
| Management plan score | 50 | 40 | 41 | 44 |
| Interactive meeting Score | 40 | 20 | 31 | 35 |
| Fee Proposal score | 10 | 10 | 7.84 | 8.36 |
| Total | 100 | 70 | 79.84 | 87.36 |

| RMOC SOQ Scoring Summary | | | | | | | | | | | |
|--------------------------|-----------------|------------------------|----------------------|--------------------|----------------------|---------------------|---------------------|-----------------|-------------------------------|----------------|------------------------|
| | Points Possible | Team Scoring Summary | | | | | | | | | |
| | | Absher + Huitt-Zollars | BNB + Miller Hayashi | GLY + ZGF + Wagner | Graham + Teeple +SWL | Hensel Phelps + STV | Hoffman + MacKenzie | HSW + LMN + PCG | Lease + Miller Hull + Stantec | PCL + DLRGroup | Skanska + TCF + Mithun |
| SOQ | 100 | 61 | 61 | 75 | 62 | 80 | 70 | 70 | 84 | 57 | 72 |
| RFP (Fee, Meeting, Plan) | 100 | 0 | 0 | 70 | 0 | 79.84 | 0 | 0 | 87.36 | 0 | 0 |
| Total | | 61 | 61 | 145 | 62 | 159.84 | 70 | 70 | 171.36 | 57 | 72 |

City of Redmond

Progressive Design-Build Contract

Maintenance & Operation Center Project

This **Contract** is made and entered into as of _____, 2025, by and between the following parties, for services in connection with the Project identified below:

OWNER:

The City of Redmond
15670 NE 85th St
Redmond, WA 98073

DESIGN-BUILDER:

Lease Crutcher Lewis WA, LLC
2200 Western Ave #500
Seattle, WA 98121

PROJECT:

Maintenance & Operation Center Project

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

- 1.1 Authorization.** This Design-Build Contract (the "Contract") is authorized by and entered in accordance with the Design-Build requirements of RCW 39.10. This Contract shall be interpreted to be consistent with the requirements of those statutory provisions.
- 1.2 Duty to Cooperate.** Owner and Design-Builder always commit to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Contract.

- 1.3 Definitions.** Terms, words, and phrases used in this Contract shall have the meanings given them in this Contract and as otherwise provided in the *General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder* ("General Conditions").
- 1.4 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Contract. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Contract is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2

Scope of Work

Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work (including Validation Phase Work, Phase 1 Work, and Phase 2 Work) described in and reasonably inferable from the Contract Documents. The Design-Builder is fully responsible to design and to build the Project, as described in the Project Criteria, as may be revised in accordance with Section 2.1.2 hereof.

2.1 General Services.

2.1.1 Owner has provided Design-Builder with access to the Owner-Provided Information listed in **Exhibit A (Owner-Provided Information)**. Owner provides such documents to Design-Builder for information only, and subject to the conditions and qualifications identified in Section 3.2.1 of the General Conditions.

2.1.2 Owner's Initial Programming and Overview describing Owner's preliminary program objectives for the Project are in **Exhibit B (Owner's Initial Programming and Overview)**. The Design-Builder shall review the Owner's Initial Programming and Overview, including recommendations to Owner for innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Initial Programming and Overview and agree upon what revisions, if any, should be made.

2.2 Phased Services.

2.2.1 Validation Phase Work. Design-Builder shall perform validation work (the "Validation Phase Work") as set forth in **Exhibit C (Validation Phase Work)**. Design-Builder's Compensation for Validation Phase Work is set forth in Article 7 of this Contract.

2.2.2 Phase 1 Preconstruction and Design Work. Design-Builder shall perform design, pricing, and other services for the Project (the "Phase 1 Work"), which shall be incorporated into this Contract via amendment as **Exhibit D (Phase 1 Work)**. The Phase 1 Work will include completion of Final Design Documents. However, Owner and Design-Builder may reach agreement on the GMP Amendment for Phase 2 at any point following Design-Builder's completion of the Basis of Design Documents, including incorporation of any Owner comments. As a result, Phase 1 may overlap with Phase 2. The Contract Price and GMP for Phase 2 shall be developed during Phase 1 on an open-book basis. Design-Builder's Compensation for Phase 1 Work is set forth in Article 7 of this Contract.

2.2.3 Phase 2 Work. Design-Builder's Phase 2 Work, which shall be identified and described in the agreed-upon Phase 2 Proposal and GMP Amendment, shall consist of, but not be limited to, ensuring continuous operations of Owner or other Services at the site, the procurement of all materials and equipment for the Project, the performance of construction work for the Project,

development of various documents associated with Phase 2, training of Owner's operations staff, and the provision of warranty services.

2.2.4 Early Works Packages. Owner and the Design Builder may agree to early work packages prior to the GMP Amendment. Scope of work, bonding (consistent with the requirements of Article 11), insurance (consistent with the requirements of Article 11), pricing, and other terms for any Early Work Packages shall be negotiated and memorialized in a written executed Amendment prior to issuance of a notice to proceed. Pricing shall be substantially similar to the pricing structure for Phase 2 set forth in Article 7 of this Contract and any General Conditions and pro-rated to the scope of General Conditions Work included in the early works package.

2.3 Phase 2 Proposal. Design-Builder may develop a Phase 2 Proposal at any point following completion of the conceptual design and any other Basis of Design Documents upon which the parties may agree. Design-Builder shall submit a proposal to Owner (the "Phase 2 Proposal") for the completion of the design and construction for the Project for the Contract Price. The Contract Price in the Phase 2 Proposal shall be based on the Construction General Conditions Price (Section 7.4), the Design-Build Fee (Section 7.5), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof, presented on an open-book basis, all subject to a Guaranteed Maximum Price (GMP).

2.3.1 The Phase 2 Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The Contract Price, subject to a GMP, shall be the sum of:

- i. Construction General Conditions Price as defined in Section 7.4;
- ii. Design-Builder's Fee as defined in Section 7.5;
- iii. The Cost of the Phase 2 Work as defined in Section 7.6 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.7.2; and
- iv. Pass Through Costs as defined in Section 7.6.3.

2.3.1.2 The Basis of Design Documents in a form and state as agreed to by Owner;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications;

2.3.1.4 The Scheduled Substantial Completion Date upon which the Phase 2 Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Proposal, and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s);

2.3.1.9 An expiration date for the Phase 2 Proposal provided that Design-Builder shall not make the Phase 2 Proposal subject to expiration or withdrawal for at least ninety (90) days after submission and Owner shall provide its initial review and comment on the Phase 2 Proposal within thirty (30) days of submission;

2.3.1.10 A Permits and Approvals list detailing the permits and governmental approvals not otherwise addressed in the Contract Documents that Owner and Design-Builder will need and assigning responsibility for each;

2.3.1.11 A preliminary training plan;

2.3.1.12 A project-specific safety plan;

2.3.1.13 A project-specific construction quality plan;

2.3.1.14 A plan for inclusion of underutilized firms as subcontractors and suppliers in accordance with the provisions of Chapter 39.10 RCW and the requirements of the Office of Minority and Women's Business Enterprises ("OMWBE"); and

2.3.1.15 Design-Builder's Owned Equipment Rate Schedule, which shall be incorporated herein as **Exhibit F** and shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log. **Exhibit F** shall include replacement values and approved rates for each item.

2.3.2 Review and Adjustment to Phase 2 Proposal.

2.3.2.1 After submission of the Phase 2 Proposal, Design-Builder will discuss and review it with Owner. Owner may require modifications to the Phase 2 Proposal that Design-Builder shall in good faith attempt to accommodate. Owner must approve the Phase 2 Proposal, as originally submitted or as modified, and enter into a GMP Amendment incorporating the agreed Phase 2 Proposal in order for the Design-Builder to proceed to Phase 2.

2.3.2.2 Acceptance of Phase 2 Proposal. If Owner accepts the Phase 2 Proposal, as may be modified, the Contract Price and its basis shall be set forth in an amendment to this Contract (the "GMP Amendment"). Once the parties have agreed upon the GMP Amendment and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Work, all as described in the GMP Amendment. Design-Builder acknowledges and agrees that Owner's acceptance and execution of the GMP Amendment is subject to approval by the City of Redmond's City Council. Design-Builder further acknowledges and agrees that its execution of the GMP Amendment constitutes certification that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Phase 1 Work through the date of the GMP Amendment that will in any way affect Owner's interests.

2.3.2.3 Failure to Accept Phase 2 Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or within ninety (90) day after submission that it accepts the Phase 2 Proposal, the Phase 2 Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i. Terminate this Contract and pay Design-Builder for all Work performed through the date of termination;

- ii. Terminate this Contract, pay Design-Builder for all Work performed through the date of termination and contract directly with the Design Consultant and Design Sub-Consultants, if any, for completion of the Phase 1 Scope of Services for the agreed upon price for Phase 1 Work set forth at Section 7.1 minus payments for all Work performed through the date of termination;
- iii. Require Design-Builder to proceed with remaining Phase 1 Work for the agreed upon price for Phase 1 Work set forth at Section 7.1 minus payments for all Work performed through the date of termination;
- iv. Require Design-Builder to perform any specific portion of the Work under this Contract based on the Design-Build Fee (Section 7.5), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable; or
- v. Require Design-Builder to continue to proceed with the Work, until further notice (reserving the right to terminate this Contract pursuant to Section 2.3.2.3.i.) on the basis of the Design-Build Fee (Section 7.5), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable.

2.3.2.4 If Owner fails to exercise any of the options set forth in Section 2.3.2.3, Design-Builder shall continue the Work as if Owner had elected to proceed in accordance with Item 2.3.2.3.v above, and be paid by Owner accordingly, unless and until Owner notifies Design-Builder in writing to stop the Work.

Article 3

Contract Documents

The Contract Documents are comprised of the following, which are incorporated herein by this reference. In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority:

- 3.1** All written and fully executed modifications, amendments (including the GMP Amendment), and Change Orders to this Contract issued in accordance with the General Conditions, with more recent documents taking preference;
- 3.2** This Contract, including all exhibits and attachments but excluding the Owner Initial Programming and Overview and Owner Provided Information attached to this Contract. The Owner Initial Programming and Overview and Owner Provided Information are not Contract Documents, and are provided for information only;
- 3.3** The General Conditions;
- 3.4** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions;
- 3.5** Owner's Request for Qualifications, its Request for Proposals, and Addenda thereto, if any; and
- 3.6** Design-Builder's Statement of Qualifications, Proposal, and Attachments accepted by Owner.

Article 4

Interpretation and Intent

4.1 Design-Builder and Owner, at the time of acceptance of the Phase 2 Proposal by Owner, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the GMP Amendment.

4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Article 3.

4.3 Terms, words, and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions.

4.4 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

4.5 In the event of an ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them, and as such, nothing shall be construed against or in favor of one party based on its being deemed the sole author.

4.6 Changes in the Legal Requirements. The Owner and Design-Builder acknowledge that numerous aspects of the Project are governed by federal, state, and local laws, rules, and regulations and that the intent is to complete all Work in compliance with the Legal Requirements. Design-Builder is required to account for applicable changes in the Legal Requirements that occur during Phase 1 in its Phase 2 Proposal, the GMP Amendment, and the Phase 2 schedule. Changes in the Legal Requirements that become effective prior to execution of the GMP Amendment shall in no event form the basis for an adjustment of the GMP and/or Contract Time for Phase 2 Work. Changes in the Legal Requirements that become effective after execution of the GMP Amendment may form the basis for an adjustment to the GMP and/or Contract Time for Phase 2 Work, in accordance with the requirements and conditions of Section 8.2 of the General Conditions.

Article 5

Ownership of Work Product

5.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.

5.2 Owner's License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a perpetual license to use the Work Product in connection with Owner's occupancy and maintenance of the Project. Owner shall hold Design-Builder and anyone working by or through Design-Builder, including

Design Consultants of any tier (collectively the “Indemnified Parties”) harmless for any material alteration of the Work Product without the involvement of Design-Builder.

5.3 Owner’s License upon Owner’s Termination for Convenience or Design-Builder’s Election to Terminate. If Owner terminates this Contract for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Contract in accordance with Section 11.4 of the General Conditions, Design-Builder shall, upon Owner’s payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above. Owner shall hold the Indemnified Parties harmless for any material alteration of the Work Product undertaken by Owner after the effective date of the termination.

5.4 Owner’s License upon Design-Builder’s Default. If this Contract is terminated due to Design-Builder’s default pursuant to Section 11.2 of the General Conditions, then Design-Builder grants Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Contract for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract (“Work Product”).

Article 6

Contract Time

6.1 Date of Commencement. The Validation Services shall commence within five (5) days of Design-Builder’s receipt of Owner’s Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder’s receipt of Owner’s Notice to Proceed for Phase 2 Work (“Date of Commencement”) if the Proposal is accepted and the Contract Price Amendment is amended to this Contract unless the parties mutually agree otherwise in writing.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work or identified portions of the Work shall be established in the GMP Amendment.

6.2.2 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.27 of the General Conditions.

6.2.3 All of the dates set forth in this Article 6 (“Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions.

6.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages. Liquidated damages, if any, shall be established in the GMP Amendment.

Article 7

Price

7.1 Validation Phase Price. For the completion of Validation Phase Work (**Exhibit C**), Owner shall pay the Design-Builder in accordance with Article 8 of this Contract for a sum not to exceed four million

nine hundred seventy-three thousand eight hundred thirty-four [\$ 4,973,834.00] (the "Validation Phase Price").

7.2 Phase 1 Price. For completion of the Phase 1 Work (**Exhibit D**), Owner shall pay Design-Builder in accordance with Article 8 of this Contract and as established in the Phase 1 Amendment. Phase 1 Work shall be billed at the all-inclusive billing rates and labor categories agreed to in the Phase 1 Amendment, and an agreed-upon not to exceed price. Any rates established shall not be subject to increase for any Phase 1 Work.

7.3 Phase 2 Price. For Phase 2 Work, Owner shall pay Design-Builder in accordance with Article 8 of this Contract and Article 6 of the General Conditions a contract price ("Contract Price") set forth in the GMP Amendment which shall be equal to the Pass-Through Costs (as defined in Section 7.6.3 hereof), plus Design-Build Fee percentage (as defined in Section 7.5 hereof) applied to the Cost of the Phase 2 Work, plus the Construction General Conditions Price (as defined in Section 7.4 hereof), plus the Cost of the Phase 2 Work (as defined in Section 7.6.1 hereof), subject to the GMP established in the GMP Amendment and governed by Section 7.7 hereof, and any adjustments made in accordance with the General Conditions.

7.4 Construction General Conditions Price. The Construction General Conditions Price shall be for all Construction General Conditions Work as identified and defined in **Exhibit E (Construction General Conditions Work)**. The Construction General Conditions Price shall be paid on the actual general conditions cost incurred in the month.

7.5 Design-Build Fee.

7.5.1 Design-Build Fee shall be four and seven tenths percent (4.7%) multiplied by the Cost of the Phase 2 Work.

7.5.2 The Design-Build Fee is intended to compensate Design-Builder for **all** costs and expenses **not specifically included** elsewhere, including but not limited to the following:

7.5.2.1 Profit on all work including self-performed work.

7.5.2.2 Profit Margins or similar mark-ups on cost for work performed by related parties or entities of the Design Builder.

7.5.2.3 General administration costs associated with Design-Builder's home office operations, support staff, such as executives, HR, accounting, IT, etc. unless specifically approved in advance by Owner.

7.5.2.4 Cost of centralized and generally shared information technology, equipment, enterprise software and data processing.

7.5.2.5 Cost associated with bonuses or profit sharing.

7.5.2.6 Discretionary costs, such as clothing, awards or similar expenses.

7.5.2.7 Premiums for insurance and bonds required by this Contract or the performance of the Work, per Article 11, except Section 11.1.1.8, Builder's Risk.

7.6 Cost of the Phase 2 Work.

7.6.1 Cost of the Phase 2 Work includes only those items expressly defined in this Section 7.6.1 that are reasonably incurred by Design-Builder in the proper performance of the Phase 2 Work. The Cost of the Phase 2 Work shall not include any Pass-Through Costs (as defined in Section 7.6.3), Construction General Conditions Work (as defined in Section 7.4 and Exhibit E), or costs intended to be covered by the Design-Build Fee (as defined in Section 7.5). For the avoidance of doubt, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Pass-Through Costs shall be resolved in favor of Pass-Through-Costs. Further, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Construction General Conditions Fee or Design-Build Fee shall be resolved in favor of Construction General Conditions Fee and Design-Build Fee, respectively.

The Cost of the Phase 2 Work shall include only the following:

7.6.1.1 Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit E**), the actual paid and incurred wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site.

7.6.1.2 Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit E**), the actual paid and incurred wages or salaries of Design-Builder's personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

7.6.1.3 Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit E**), the actual paid and incurred wages or salaries of Design-Builder's personnel stationed at Design-Builder's Project Office, but only to the extent such personnel perform tasks directly associated with the Project and are approved in advance by the Owner.

7.6.1.4 Actual costs paid and incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, (subject to statutory payroll tax caps) collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 7.6.1.1 through 7.6.1.3 hereof. Bonuses, profit sharing and other discretionary incentive programs are not to be reimbursable as a cost of the work. For employees not covered by collective bargaining agreements vacation, sick leave and other paid time off, including holidays, are to be calculated as the individual employees' actual benefit. For those not full-time on the project a pro-rata share may be charged based on hours directly associated with the project.

Worker's compensation shall be reimbursed at the Design-Builder's specific State L&I rate, net of employee deductions with the Design-Builder's specific EMF applied. For self-insured companies, the actual state classification rate net of employee deduction with a .5 EMF applied.

7.6.1.5 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work. The Design-Builder shall obtain bids from Subcontractors and from Suppliers of materials or equipment fabricated especially for the Work. Unless otherwise agreed, the Design-Builder shall use reasonable best efforts to obtain a minimum of three competitive bids or proposals per category. The Design-Builder shall maintain all such bids in an organized notebook by division and include a comparative analysis of the bids, the Design Builder's recommendations for award, the amount included in the Guaranteed Maximum Price for that part of the Work and other

useful information to support a decision to award the work. These bid comparisons shall be available to the Owner for review and copying. The Design-Builder shall determine the capability of all recommended Subcontractors and Suppliers to perform the Work, their financial capacity, their insurance coverage and whether the bids are complete and in compliance with the Contract Documents. The Design-Builder shall determine, subject to the reasonable objection of the Owner and Architect, which bids will be accepted and obtain the Owner's approval as noted above. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

Unless otherwise stated in the relevant Subcontract, Design-builder is responsible to ensure that the pricing of its Subcontractors complies with all of the cost reimbursement terms stated in this Contract. Design-builder shall pass down cost reimbursement terms to its Subcontractors.

For any Subcontracts awarded on a reimbursable basis, Design-Builder shall provide in the Subcontract for Owner to receive the same audit rights with regard to the Subcontractor as Owner has with regard to Design-Builder.

Design-Builder self-performed scopes of work must be approved in advance by Owner, with clear business case for utilization of Design-Builder's own forces.

If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Section 7.6. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party.

The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder.

7.6.1.6 Costs, including acquisition, transportation, inspection, testing, storage, and handling of materials, furnishings, equipment, and supplies incorporated or reasonably used in completing the Work.

- .1 Small tools purchased by the project are to be inventoried, tracked and residual value credited to the project at completion. Small tools are defined as those items with less than a \$500 value.
- .2 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. All equipment and items greater than \$500 (including electronic computer equipment and software) are to be rented to the project from the lowest available source, whether 3rd Party or from the Design-Builder's own equipment yard.

Owned Equipment Rate Schedule (Exhibit F) shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade

size, capacity, fuel usage, horsepower, voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Design-Builder's owned equipment rental log. Exhibit F shall include replacement values and approved rates for each item.

The rental equipment rates for equipment owned by Design-Builder shall be charged at the lower of the following:

- seventy-five percent (75%) of the current AED Green Books/NECA/any other published rates
- the current Design-Builder's rates as listed in the equipment rental Exhibit F ("Equipment Rate Schedule.")

Recovery periods should reflect useful life for each category of equipment.

Design-Builder owned equipment rental rates shall be based on monthly rates but prorated on a daily basis (30.4 days). Days used to prorate monthly rates to daily should be consistent with the calculation of days to charge each piece of rental equipment.

All rental equipment owned by Design-Builder that has been used to construct the Project and has accumulated rental charges equal to seventy-five percent (75%) of the Design-Builder's replacement cost as included in Exhibit F value shall be provided for the remainder of the Project at no additional rental cost and shall remain as property of the Design-Builder. Replacement value on piece of equipment may not be modified during the term of the Agreement.

The Design-Builder's owned equipment rental log shall include a unique equipment identification number, a definitive equipment description exactly matching Exhibit F, date on site, date off site, replacement cost, monthly rate prorated to daily, days billing per month, this month billing calculation and cumulative billing to date, maximum rental allowed for each rented item. The Design-Builder's owned equipment rental log shall be available in Excel format if requested by Owner.

7.6.1.7 Costs of removal of debris and waste from the Site(s).

7.6.1.8 All fuel and utility costs incurred in the performance of the Work.

7.6.1.9 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

7.6.1.10 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

7.6.1.11 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property except to the extent caused by Design-Builder's negligence.

7.6.1.12 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

7.6.1.13 Site security, temporary fencing, signage and similar security and safety measures for active construction areas.

7.6.1.14 Costs for agreed-upon Allowance Items as described and defined in Section 7.8 herein.

7.6.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Phase 2 Work:

7.6.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in connection with Sections 7.6.1.1, 7.6.1.2, and 7.6.1.3, costs associated with Construction General Conditions Work, items intended to be covered by the Design-Build Fee, and Pass-Through Costs.

7.6.2.2 General expenses not specifically provided for herein.

7.6.2.3 The cost of Design-Builder's capital used in the performance of the Work.

7.6.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded, unless Owner has approved an Adjustment or Change Order.

7.6.2.5 Any bonuses or incentive pay that is the obligation of Design-Builder to pay as this is to be recovered by fee

7.6.2.6 Percentage markups or adders applied to the Cost of Work or General Conditions without prior written approval from the Owner.

7.6.3 Pass-Through Costs. The following costs shall be "passed through" and paid without mark-up or any added Design-Build Fee:

7.6.3.1 Sales, use, B&O, or similar taxes, tariffs, or duties incurred in the performance of the Work.

7.6.3.2 Costs for permits, royalties, licenses, tests, and inspections.

7.6.3.3 Builder's Risk, per Section 11.1.1.8.

7.7 The Guaranteed Maximum Price.

7.7.1 GMP. Design-Builder guarantees that the Contract Price shall not exceed the Guaranteed Maximum Price ("GMP") established in the GMP Amendment. Documents used as basis for the GMP shall be identified in the GMP Amendment. Design-Builder agrees that it will be responsible for all costs of completing the Work which exceed the GMP, as it may be adjusted in accordance with the Contract Documents.

7.7.2 Contingency. The GMP shall include a Design-Builder's contingency, in an amount that is no less than two-point five percent (2.5%) and no more than five percent (5%) of the estimated Cost of the Work, which will be negotiated between the Design-Builder and Owner as a part of the Phase 2 Proposal. The percentage shall depend upon the level of completion of the Design-Build Documents and certainty of subcontractor pricing at that time and depending upon any other risk factors agreed upon between the Design Builder and Owner.

The final amount of the contingency shall be stated in the GMP Amendment and included in the GMP amount. **The contingency is a sum established for the Design-Builder's sole use to cover the Design-Builder's costs that are properly reimbursable as a Cost of the Work but not the basis for a Change Order**, such as, for example, design errors and omissions, buy-out or estimating error, post-GMP unanticipated market conditions, scope gaps, coordination between trades, overtime, acceleration, failure of a Subcontractor of any tier, pandemic or epidemic, or expediting costs for critical materials.

The Design-Builder shall use the contingency only with Owner's prior written consent, which shall not be unreasonably withheld or delayed. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

7.7.3 Savings. If the sum of the actual Design-Build Fee (as defined in 7.5 hereof), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") may be incorporated back into the Project as agreed, or returned to Owner. The Design Builder will keep Owner informed of the status of all costs and opportunities to increase the outcomes of the project.

7.8 Allowance Items and Allowance Values.

7.8.1 Any and all Allowance Items, as well as their corresponding Allowance Values, shall be set forth in the GMP Amendment.

7.8.2 Design-Builder and Owner will work together to review the Allowance Items and Allowance Values based on design information then-available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.8.3 No Work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project Schedule approved with the GMP Amendment, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.8.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item.

7.8.5 Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Design-Builder shall report such difference to Owner so that Owner can maintain a running tally of Allowance Item costs against Allowance Values. Prior to final payment, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.8.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for all Allowance Items and the total Allowance Value.

Article 8

Procedure for Payment

8.1 Validation and Phase 1 Payments. Validation Work and Phase 1 Work shall be paid by Owner based on the not-to-exceed **Validation Phase Price** and **Phase 1 Price** at the all-inclusive billing rates and labor categories set forth in the **Validation Phase Amendment** and **Phase 1 Amendment**, respectively. All-inclusive billing rates and labor categories shall not be subject to any overtime pay obligations incurred by Design-Builder nor any rate increases during the Validation Phase or Phase 1.

8.1.1 Validation Work and Phase 1 Work may be invoiced to Owner on a monthly basis on the day agreed to during Partnering activities. Application for payment will be based on cost incurred during the previous billing cycle. Draft applications for payment will be reviewed and agreed during weekly project meetings to ensure that costs and expenses are paid as incurred and not held until a later billing period.

8.2 Phase 2 Payments.

8.2.1 Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the Application in accordance with the following procedure:

8.2.1.1 Draft Application. Design-Builder shall submit to Owner an accounting of the current progress of the Work as compared to Design-Builder's Master Project Schedule, and a draft, itemized application for payment for work performed during the current payment period on a form supplied or approved by Owner. This shall not constitute a payment request. Design-Builder and Owner shall discuss the current progress of the Work and the amount of payment to which Design-Builder is entitled. Owner will, at any time during the project request Design-Builder to provide data substantiating Design-Builder's right to payment.

With each monthly draft payment application, Design-Builder shall provide:

- .1 Substantiation summary. A summary cover sheet showing total actual substantiated costs compared to invoiced costs for the current month and job to date. At a minimum, the summary sheet shall be itemized by cost type (i.e. cost of work, general conditions, etc.) to include labor, materials, equipment, subcontractors and markups.
 - As part of the substantiation summary, a General Conditions Summary, by position, person and an hourly trade labor summary (for DB costs) reflecting summary data by type of hour, and positions/trade RT/OT/DT for the current month.
- .2 Subcontractor Payment Applications and conditional lien releases.
- .3 A computer-generated transactional level Job Cost Report detailing project costs for the month.
- .4 Design-Builder's Owned Equipment Rental Log in Excel format.

Upon request, the Design-Builder shall also provide the following documents electronically:

- .5 A computer-generated Job cost report in Excel format detailing project costs inception to date.
- .6 Labor detail report in Excel format from inception to date - Labor cost detail or other documentation acceptable to Owner and its auditors, showing employees by name, title, hours charged, type (ST, OT, Sick, PTO, etc.) and rate, per pay period.
- .7 Labor rate build (if applicable) – upon request, a fully burdened hourly rate build with supporting documentation to substantiate actual cost.
- .8 Daily time sheets and all daily reports, Supervisor's reports, and inspection reports.

- .9 Collective bargaining agreements.
- .10 Insurance, welfare, and benefits records.
- .11 Payroll registers.
- .12 Earnings records.
- .13 All tax forms, including payroll taxes.
- .14 Material invoices and requisitions.
- .15 Material cost distribution worksheet.
- .16 Equipment records (list of Design-Builder's and Subcontractor' equipment, rates, etc.).
- .17 Design-Builder's Owned Equipment Rental Log from inception to date.
- .18 Contracts, purchase orders and agreements between Design-Builder and each Subcontractor.
- .19 Subcontractor's payment certificates.
- .20 Correspondence, including email, with Subcontractor.
- .21 All meeting notes by and between Design-Builder and Subcontractor and/or any third parties related to the Project.
- .22 Canceled checks (payroll and vendors).
- .23 Certified payrolls.
- .24 General ledger.
- .25 Cash disbursements journal.

8.2.1.2 Payment Request. After Design-Builder and Owner have met and agreed regarding the updated draft application, and Design-Builder has furnished all progress information required and all data requested by Owner under 8.2.1.1 above, Design-Builder shall submit Design-Builder's Application for Payment for Work completed during the previous month in accordance with Article 6 of the General Conditions on a form supplied or approved by Owner. Among other things, the Application shall attest those prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with Owner and that all payments due Subcontractors of any tier from Owner's payment the prior month have been made.

8.2.1.3 Disputed Amounts. If Design-Builder believes it is entitled to payment for Work performed during the prior billing cycle in addition to the agreed-upon amount, Design-Builder may, submit to Owner along with the approved payment request a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, Design-Builder and all Subcontractors shall file with Owner certified copies of all payroll records relating to the additional amount due. Disputed Amounts are due ten (10) working days following the prior approved Payment Application.

8.2.1.4 Validity of Payment Requests. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

8.2.2 Owner shall make payment within 30 days after Owner's receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made, less retainage, and less amounts properly withheld under Section 6.3 of the General Conditions. In taking action on the Design-Builder's Applications for Payment the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

8.3 Retainage on Phase 2 Progress Payments.

8.3.1 Pursuant to Chapter RCW 60.28, Owner will retain five percent of each approved Application for Payment to be retained as a trust fund for the protection and payment of the claims of any person arising under the contract and the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due from Design-Builder. The moneys reserved may, at the option of Design-Builder, be retained in accordance with the provisions of Chapter 60.28 RCW.

8.3.2 If the Design-Builder elects to submit a retainage bond on behalf of itself or one or more of its Subcontractors in accordance with Chapter 60.28 RCW, each such bond must be issued on a form acceptable to Owner by a surety licensed to do business in the state where the Work is located with an A.M. Best rating of A-/IX or better on behalf of Design-Builder or A-/V on behalf of a Subcontractor. Design-Builder is responsible for submitting retainage bond(s) that meet these requirements to Owner on behalf of itself and/or any Subcontractor. Owner will not accept retainage bonds submitted directly to it by a Subcontractor.

8.3.3 Sixty (60) days after Final Acceptance of the entire Work, Owner shall release to Design-Builder all retained amounts in accordance with chapter RCW 39.12 and chapter RCW 60.28, provided that Design-Builder has submitted: (1) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from Design-Builder and from each Subcontractor of any tier certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by Design-Builder or Subcontractor of any tier, (2) pursuant to RCW 60.28.021, certificates from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries. If there are either unpaid taxes or unsatisfied claims of lien against the retained percentage, disbursement of retainage funds will be made in accordance with state law.

8.4 Payment to Subcontractors. Design-Builder shall ensure payment to any Subcontractor (or Sub-Subcontractor), at any tier every thirty (30) days for any Work satisfactorily completed and not disputed, regardless of being paid by Owner. The Design-Builder and Owner jointly commit to reviewing and agreeing eligible costs, back up and completed work as they become due and available for review.

8.5 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within 30 days after Owner's receipt of the Final Application for Payment, provided that (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions and (b) Owner shall have the right to withhold all amounts to which Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions.

8.6 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payments, shall bear interest as specified by RCW 39.76.

8.7 Record Keeping and Finance Controls. Design-Builder acknowledges that this Contract is to be administered on an *Open-Book* arrangement relative to the Cost of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

During the performance of the Work and for a period of six (6) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment.

Such inspection may take place at Design-Builder's local offices during normal business hours unless another location and time is agreed to by the parties. Alternatively, the Owner will request documents to be provided electronically for off-site review. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Contract are only subject to audit to confirm that such multiplier or markup has been

charged in accordance with this Contract, but the composition of such multiplier or markup is not subject to audit.

Article 9

Termination for Convenience

9.1 In addition to Owner's other termination rights in the General Conditions to Contract, Owner may terminate the Contract for convenience. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any portion of this Contract. In such event, Owner shall (subject to the limitation set forth in Section 8.3 above) pay Design-Builder for that portion of the Contract Price that corresponds to the percentage of completion of Work in accordance with the Contract Documents, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages whatsoever (including without limitation fee or profit on terminated Work).

9.2 The total sum to be paid to Design-Builder under this Article 9 shall not exceed the Contract Price as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to Design-Builder shall exclude the fair value of property not under Owner's control which is destroyed, lost, stolen or damaged to become undeliverable to Owner.

9.3 Any claim, request for equitable adjustment or other demand for extra compensation or time extension by Design-Builder arising from or related to acts, events, occurrences, or omissions prior to the effective date of the convenience termination shall continue to be subject to and resolved in accordance with the rules (contractual or legal, express or implied) in effect prior to the termination. The convenience termination will not convert this Contract into a cost reimbursement contract.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions to the extent permitted by the Legal Requirements:

Vangie Garcia, Deputy Public Works Director, City of Redmond

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions to the extent permitted by the Legal Requirements:

Diana Brown, Vice President, OAC Services, Inc

10.2 Design-Builder's Representatives.

10.2.1 Design-Builder designates the individual listed in the table in Section 10.3 below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions.

10.2.2 Design-Builder designates the individual listed in the table in Section 10.3 below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions.

10.3 Key Personnel. Design-Builder has been selected for this Project based on not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key personnel it intends to employ to perform the Work. Design-Builder agrees to provide all professional personnel necessary, at adequate staffing levels, to perform the required services under this Contract, including the key personnel identified below:

| Position Title | Name of Individual |
|-------------------------------|---------------------------|
| Design Build Project Director | Joe Nielsen |
| Project Manager | Duncan Howard |
| Design Partner in Charge | Sian Roberts |
| Design Lead | Scott Wolf |
| Design Manager | Claire Rennhack |
| Lead Functional Planner | Jared Weismantel |
| Superintendent | Larry Alar |
| Estimator | Julianna Plant |

These key personnel, all of whom were named in Design-Builder's proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be assigned to the Project. Except in the event of the death of the employee or their termination of employment with Design-Builder, these key personnel shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Owner in its sole discretion.

In the event Design-Builder proposes to substitute any of the key personnel due to death or employment termination, the individual(s) proposed must demonstrate the qualifications indicated in the Request for Proposals for their respective role(s), and experience as required to successfully perform such duties. Owner shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the Project. Design-Builder will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by Owner and Design-Builder, Owner considers such removal necessary and in the best interest of the Project, and Owner so notifies Design-Builder in writing and allows a reasonable period for the transition to different personnel.

10.4 Key Firms. Design-Builder has been selected for this Project on the basis of not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key firms it intends to engage to perform the Work. Design-Builder agrees to engage such firms to perform the required services under this Contract, including the key firms identified below:

| Firm | Role |
|-------------------------|---|
| Miller Hull Partnership | Design |
| Stantec | Maintenance and Operation Center Planning |

These key firms, all of whom were named in Design-Builder proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be engaged on the Project. These key firms shall be engaged for the complete scope identified in the Design-Builder's proposal. In the event Design-Builder proposes to substitute any of the key firms, Design-Builder shall demonstrate that the replacement firm possesses sufficient qualifications to perform the Work in question. Owner shall have the sole right to determine whether key firm proposed as substitutes is qualified to work on the Project.

Article 11

Bonds and Insurance

11.1 Design-Builder's Insurance

Unless a longer period of coverage is specified elsewhere in this Contract, prior to commencing Work, Design-Builder shall obtain at its sole expense and keep in force the following insurance coverages for a period of 365 days from Substantial Completion of all Work with insurance companies approved by the State Insurance Commissioner pursuant to Title 48 RCW.

All policies will name the Owner, its officers, officials, employees, and agents as additional insureds, except for the Design-Builder's Professional Liability policy and workers' compensation. The insurance provided must be with an insurance company with a rating of A: VIII or higher in the A.M. Best's Key Rating Guide or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII., which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). Owner reserves the right to approve the security of the insurance provided, the company, terms and coverage, the certificates of insurance, and endorsements and reserves the right to obtain complete copies of all policies from Design-Builder upon request.

11.1.1 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Owner shall be provided 45 days written notice of cancellation. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect Design-Builder. Neither Owner's specification nor approval of the insurance in this Contract, nor of its amount, nor providing coverage in these stated minimum limits shall be construed to relieve Design-Builder from liability more than such limits. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. Design-Builder may, at its expense, purchase larger coverage amounts.

The cost of any claim payments falling within the deductible shall be the sole responsibility of Design-Builder. Design-Builder's insurance shall be primary and non-contributory as respects the Owner, and any self-insurance or any other insurance maintained by Owner shall be excess and not contributing insurance with the Design-Builder's insurance. The Design-Builder's insurance coverage shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability. Design-Builder shall submit, upon execution of this Contract, Certificates of Insurance and additional insured endorsements acceptable to Owner as evidence of all insurance required herein:

11.1.1.1 Commercial General Liability Insurance. A policy of Commercial General Liability Insurance on an industry standard insurance occurrence form: (CG 00 01) or equivalent, with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate, including all coverage known as:

Per Project Aggregate endorsement (CG2503)

Premises/Operations Liability

Products/Completed Operations—for a period of six years following Substantial Completion

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap or Employers Contingent Liability

The CGL insurance shall not exclude XCU or subsidence perils

11.1.1.2 Employers Liability:

- (1) \$1,000,000 Each Accident
- (2) \$1,000,000 Disease - Policy Limit
- (3) \$1,000,000 Disease - Each Employee

11.1.1.3 Excess or Umbrella Liability. \$10 million per occurrence and aggregate in excess of the primary CGL during construction and with Products/Completed Operations coverage for a period of six (6) years following Substantial Completion.

11.1.1.4 Automobile. Commercial Automobile Liability with a combined single limit of not less than \$5,000,000 for each accident and including coverage for transportation of pollutants. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

11.1.1.5 Contractors Pollution Liability. A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Design-Builder's work or operations for others; from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos. Such Pollution Liability policy shall provide at least \$5,000,000 per occurrence coverage for Bodily Injury and Property Damage. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

11.1.1.6 Design-Builder's Professional Liability.

- (1) The Design-Builder's Design Consultant and Engineer will maintain for at least six (6)

years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$10,000,000 per claim and annual aggregate (deductible of up to \$150,000 permitted).

(2) The Design Sub-Consultants, and any other Subcontractor (including subcontractors of any tier) performing design services will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$2,000,000 per claim and annual aggregate (deductible of up to \$150,000 permitted).

(3) All parties required to procure and maintain insurance under this Section 11.1.1.6 (the "Insured Parties") shall promptly notify Owner of any material changes to, interruption of, or termination of this insurance, and will immediately procure replacement coverage. The Insured Parties either maintain active policy coverage, or an extended reporting period, providing coverage for claims first made and reported to the insurance company within six (6) years of Substantial Completion or termination of the Work under this Contract, whichever occurs first. Owner may modify these insurance requirements for certain entities, on a case-by-case basis, by providing written agreement of such modifications.

(4) If this policy is issued on a claims-made basis:

- a) The retroactive date must be shared and this date must be before the execution date of the contract or the beginning of contract work.
- b) Insurance must be maintained and evidence of insurance must be provided for at least six (6) years after completion of contract work.
- c) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of six (6) years after completion of contract work.
- d) A copy of the claims reporting requirements must be submitted to the Entity for review.

11.1.1.7 Worker's Compensation. Worker's Compensation coverage, as required by RCW Title 51. If Design-Builder is qualified as a self-insurer in accordance with RCW 51.14, Design-Builder shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured and setting forth the limits of any policy of excess insurance covering its employees.

11.1.1.8 Builder's Risk. Prior to the start of any construction work the Design-Builder shall procure and maintain during the life of the Contract, or until acceptance of the project by Owner, whichever is longer, "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, and if applicable, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake and flood. The policy shall include coverage for cost of making good for faulty workmanship and defective design (Leg 3 endorsement), and be endorsed to cover the interests, as they may appear, of Owner, Design-Builder, Subcontractor, and Subcontractors of all tiers with Owner and Subcontractors listed as a Named Insured. In the event of a loss to any or all the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by Owner, the Design-Builder shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Design-Builder or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

11.1.2 Self-Insurance. At its sole option and in its sole discretion, Owner may accept Design-Builder's self-insurance for liability coverage in lieu of insurance from a commercial insurer. Design-Builder must provide a letter from its Corporate Risk Manager or appropriate Finance Officer representing and warranting the following minimum information: whether the self-insurance program is actuarially funded; the fund limits; any excess declaration pages to meet the contract requirements; a description of how Design-Builder would protect and defend Owner as an Additional Insured in their Self-Insured layer; and claims-handling directions in the event of a claim. Any amounts due to, sought by, or paid to third party claimants shall be the sole responsibility of Design-Builder, irrespective of whether such amount falls wholly within the level or amount of Design-Builder's self-insured retention.

11.1.3 Waiver of Subrogation. Design-Builder and Owner waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent of proceeds paid by the Builder's Risk insurance or other property insurance obtained pursuant to the Contract Documents. The policies shall provide such waivers by endorsement or otherwise.

11.1.4 Design-Build Exclusions. Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in this Contract. Design-Builder's liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. Any professional liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project.

11.1.6 Subcontractors (at any tier). Design-Builder shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Design-Builder-provided insurance as set forth herein. Design-Builder shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. Design-Builder shall also cause each Subcontractor to include Owner, its officers, officials, employees, and agents as additional insureds under each Subcontractor's Commercial General Liability and Commercial Automobile Liability policies.

11.2 Performance and Payment Bond. Design-Builder shall secure from a surety company acceptable to Owner, admitted and licensed in the State of Washington, and shall pay for performance and payment bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the GMP plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." The bond shall be on a form provided by Owner. The bond must be executed by a duly licensed surety company that is listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. Said bonds shall meet all requirements of RCW 39.08 and shall also be issued by a surety with an A.M. Best rating of A/IX or better. All reinsurers that may be called upon to support or share in a surety's obligations specified in connection with the performance and payment bond obligations required of the Contractor by the Contract Documents must also have an A.M. Best rating of A/VIII or better. The scope of the bond or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of Design-Builder to Owner as set forth herein. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The bond shall cover all Change Orders without further consent from the surety.

Article 12

Other Provisions

12.1 Contract Exhibits. The Exhibits to this Contract, incorporated herein by reference, are as follows:

Exhibit A Owner Provided Information

Exhibit B Owner's Initial Project Program and Overview

Exhibit C Validation Phase Work

Exhibit D Phase 1 Work (to be incorporated via Contract amendment)

Exhibit E Work Included in Construction General Conditions

Exhibit F Equipment Rate Schedule (to be incorporated via Contract amendment)

12.2 CPARB Reporting. Design-Builder shall provide Owner and, if requested, the Capital Projects Advisory Review Board ("CPARB") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10 RCW and the requirements of CPARB.

12.3 Subcontractor Reporting. Design-Builder shall submit plans for subcontracting, apprentices, and inclusion of underutilized firms as subcontractors and suppliers as requested by Owner. Design-Builder shall track and provide Owner and the Office of Minority and Women's Business Enterprises ("OMWBE") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10, 39.12, or similar RCW and as requested by OMWBE.

12.4 Apprenticeship.

12.4.1 Pursuant to RCW 39.04.320, Design-Builder shall cause fifteen percent or more of project Labor Hours to be performed by Apprentices (the "Apprentice Utilization Requirement") unless Good Faith Efforts are accepted. Design-Builder shall not be required to exceed the Apprentice Utilization Requirement as established herein.

12.4.2 Apprentice hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.

12.4.3 "Labor hours" for purposes of this Section 12.4 means the total hours of workers receiving an hourly wage who are directly employed on the Project site of the public works project. "Labor hours" includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. "Labor hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of Chapter 39.12 RCW.

12.4.4 During the term of this Contract, Owner may adjust the Apprentice Utilization Requirement upon its finding or determination of Design-Builder's good faith effort ("Good Faith Effort") to meet the Apprentice Utilization Requirement that includes:

12.4.4.1 A demonstration of lack of availability of apprentices in the geographic area of the Project;

12.4.4.2 A disproportionately high ratio of material costs to labor hours that does not make feasible the required minimum levels of apprentice participation;

12.4.4.3 Demonstration by participating contractors of a good faith effort to comply with the requirements of RCW 39.04.300, 39.04.310 and 39.04.320;

12.4.4.4 Small contractors or subcontractors (e.g., small or emerging businesses) would be forced to displace regularly employed members of their workforce;

12.4.4.5 The reasonable and necessary requirements of the Contract render apprentice utilization infeasible at the required level (e.g., the number of skilled workers required and/or limitations on the time available to perform the Work preclude utilization of apprentices); or

12.4.4.6 Other criteria Owner deems appropriate, which are subject to review by the office of the Governor.

12.4.5 Design-Builder shall report apprentice participation to Owner at least quarterly, on forms provided or approved by Owner. In addition, copies of quarterly certified payroll records may be requested to document the goal. The reports will include:

12.4.5.1 The name of the Project;

12.4.5.2 The dollar value of the Project;

12.4.5.3 The date of the Contractor's notice to proceed;

12.4.5.4 The name of each apprentice and apprentice registration number;

12.4.5.5 The number of apprentices and labor hours worked by them, categorized by trade or craft;

12.4.5.6 The number of journey level workers and labor hours worked by them, categorized by trade or craft; and

12.4.5.7 The number, type, and rationale for the exceptions granted.

12.4.6 Incentive. Owner will pay Design-Builder \$5,000 with the Final Payment for meeting the Apprentice Utilization Requirement without adjustment(s) for Good Faith Efforts.

12.4.7. Penalty. The Owner will assess a penalty for Design-Builder's failure to meet Apprentice Utilization Requirement (as adjusted by Good Faith Efforts approved by the Owner) as calculated below. Apprenticeship hours will be measured for each hour of work performed by an apprentice as shown on the quarterly reports, based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up. The penalty will be calculated on an hourly basis as follows, and deducted from the Final Payment:

| Percent of requirement met | Penalty per hour of unmet requirement |
|----------------------------|---------------------------------------|
| 100% | \$0.00 |
| 90% to 99% | \$2.00 |
| 75% to 89% | \$3.50 |
| 50% to 74% | \$5.00 |
| 1% to 49% | \$7.50 |

12.5 Notices. All notices required to be given by any party to the other party under this Contract shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses as follows. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

Owner:

Vangie Garcia, PE, PMP, Deputy Public Works Director

Design-Builder:

Duncan Howard, Project Manager

Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given seventy-two (72) hours after the date of dispatch: all other notices shall be deemed to have been given upon receipt.

In executing this Contract, Design-Builder declares under penalty of perjury under the law of Washington and in accordance with RCW 39.04.350(2) that within the three-year period immediately preceding the date of the Request for Qualifications issued in this matter, it has not been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

OWNER:

DESIGN-BUILDER:

(Signature)

(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

Date: _____

Date: _____

Exhibit A

Owner Provided Information

Link to the City of Redmond's Sharepoint site: [Design Background and Studies](#)

| Item | Title | Dated |
|----------|--------------------------------------|------------|
| 1 | Survey | |
| a | Topo Survey | 11/16/1995 |
| b | PSE Map | 7/4/2025 |
| c | Site Plan with Easements (pdf & DWG) | No Date |
| d | COR PD Drone Photo folders | 8/7/2025 |
| e | MOC Drone Video | 8/7/2025 |

| | | |
|----------|--|------|
| 2 | Good Faith Survey (All Buildings) | 2015 |
| a | MOC Bldg 1 folder | |
| b | MOC Bldg 10 Folder | |
| c | MOC Bldg 11 folder | |
| d | MOC Bldg 12 Folder | |
| e | MOC bldg 2 Folder | |
| f | MOC Bldg 3 folder | |
| g | MOC Bldg 4 folder | |
| h | MOC Bldg 5 folder | |
| i | MOC Bldg 6 folder | |
| j | MOC Bldg 7 folder | |
| k | MOC Bldg 8 folder | |
| l | MOC Bldg 9 folder | |
| m | Trinity bldg | |

| | | |
|----------|---|-----------|
| 3 | Title Reports | |
| a | Exhibit A - Legal Description | No Date |
| b | Commitment for Title Insurance | 5/17/2023 |
| c | Trinity Building - Title Report After Purchase | 5/1/2007 |
| d | Trinity Building - Title Report Prior to Purchase | 5/1/2007 |
| | | |
| 4 | Underground Fuel Tank Decommissioning Report | 3/15/2024 |

| | | |
|----------|--------------------------------------|-----------|
| 5 | Facility Condition Assessment | 3/10/2014 |
|----------|--------------------------------------|-----------|

| Item | Title | Dated |
|----------|---|------------|
| 6 | Geotechnical Report | |
| a | Master Plan Soils Report | 7/10/2023 |
| b | Draft Master Plan Soils Report | 7/7/2023 |
| c | Proposed Maintenance Operations Facility | 6/27/1996 |
| d | Report of Environmental Services Surface Contamination Assessment and Remedial Excavation Monitoring Sajasa Construction Property | 12/5/1996 |
| e | Report of Supplemental Environmental Services Excavation Monitoring Former HOS Brothers Facility | 6/12/1997 |
| f | Soil Remediation Monitoring HOS Brothers' Site | 11/8/1994 |
| g | Geotech Eng. Services - Education Hill Booster Pump Station | 2/9/1996 |
| h | Excavation Monitoring | 6/12/1997 |
| i | Ground Water Monitoring | 7/6/1995 |
| j | Ground Water Monitoring | 10/6/1995 |
| k | Ground Water Monitoring | 12/8/1995 |
| l | Phase 1/Phase II Env Site Assessment | 10/4/1994 |
| m | Fuel Tank Assessment Services | 9/16/1994 |
| n | Geotech Eng. Services - City of Redmond MOC Improvements | 7/10/2023 |
| o | Summer 2023 Groundwater Monitoring Results | 11/3/2023 |
| p | Summer 2024 Groundwater Monitoring Results | 10/28/2024 |
| q | Winter 2023 Groundwater Monitoring Results | 4/28/2023 |
| r | Winter 2024 Groundwater Monitoring Results | 5/9/2024 |
| s | Winter 2025 Groundwater Monitoring Results | 4/24/2025 |
| t | Env. Serv. Surface Contamination Assess. and Remedial Excav. Monitoring | 12/5/1995 |
| u | Geotech Eng Services - Proposed MOC | 6/27/1996 |

| | | |
|----------|---------------------------------|-----------|
| 7 | Existing Record Drawings | |
| a | MOC Expansion Drawings | 1/17/2000 |
| b | Trinity Building | 1/2/2018 |
| c | Decant Facility | 9/19/2014 |
| d | Civil Plan v.5 | 6/25/2020 |

| | | |
|----------|--------------------------------------|----------|
| 8 | Environmental Site Assessment | |
| a | Phase 1 ESA | 8/8/2023 |

| | | |
|----------|---|-----------|
| 9 | SCADA | |
| a | Control and Telemetry Phase 4 project charter | 7/8/2025 |
| b | Control and Telemetry Phase 4 project schedule | 6/30/2025 |
| c | Fiber from City Hall to MOC Bldg | No Date |
| d | MOC informational Early coordination on SCADA and Tech planning | 7/14/2025 |
| e | MOC TIS Mtg | 2/26/2025 |
| f | SCADA move Initial Discovery | 2/22/2025 |

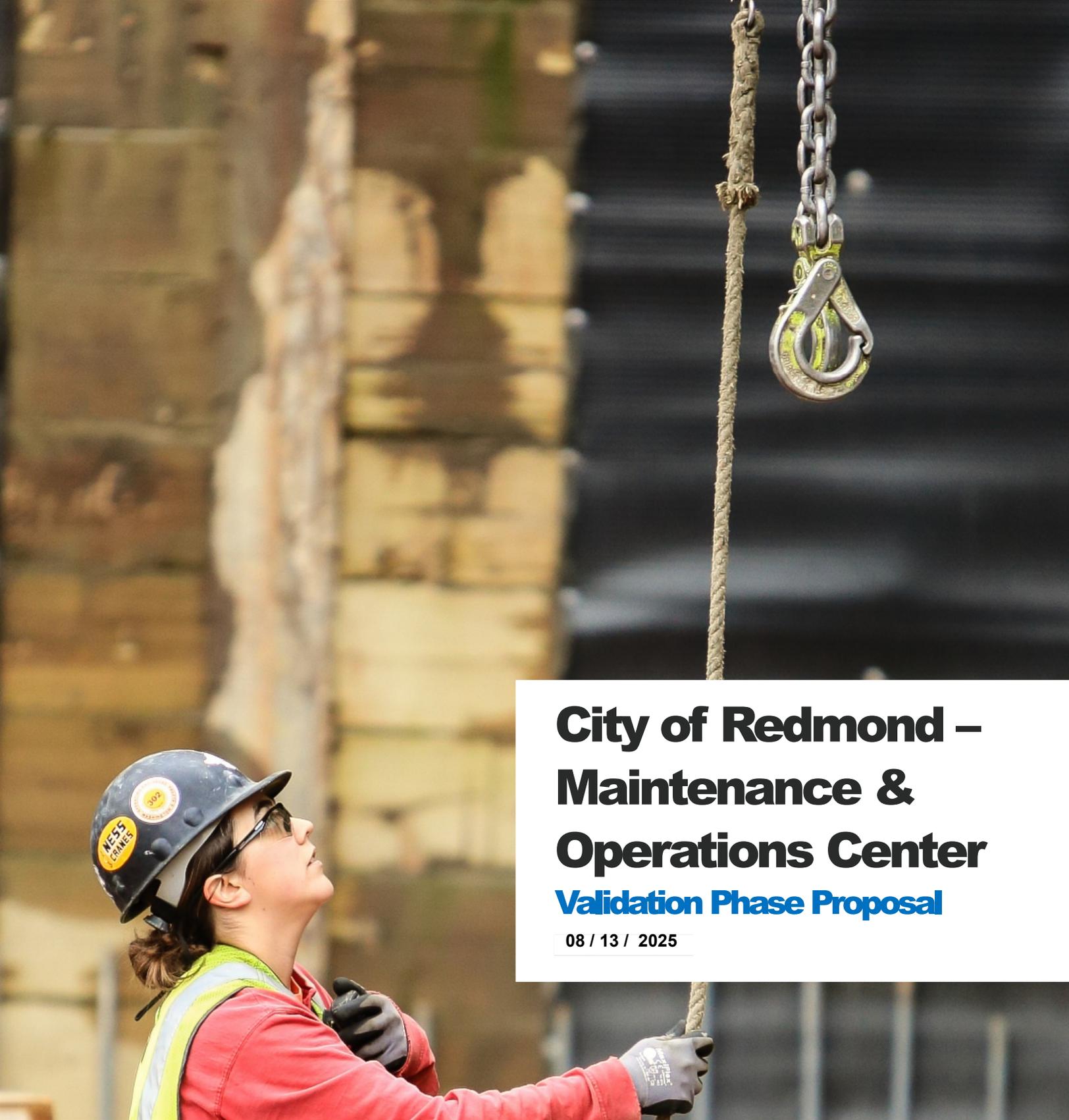
| Item | Title | Dated |
|-------------|--|--------------|
| 10 | Dispersed Operations | |
| a | City Controlled Property Primary use 34x44 | No Date |
| b | MOC Dispersed Op Mtg 8-5-2025 | 8/5/2025 |
| c | Redmond City Hall Space Planning Existing and proposed plans | 5/30/2024 |
| d | Redmond City Hall Seating Cahart 2025 | 5/30/2024 |

Exhibit B

Owner's Initial Project Program and Overview

Link to the City of Redmond's Sharepoint site: [Masterplan Final Report](#)

Exhibit C
Validation Phase Work



City of Redmond – Maintenance & Operations Center Validation Phase Proposal

08 / 13 / 2025

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2. Budget Summary
3. Estimate Detail
4. Estimate Rate Sheets
5. Clarifications & Assumptions
6. Validation Schedule
7. Validation Report Deliverable

SCOPE NARRATIVE & TASK SUMMARY

1. Scope Narrative & Task Summary

Scope of Work

This section details the Scope and Task descriptions of the Validation Phase.

1. Teaming

Approach development, procurement and selection of key subconsultants and subcontractors in partnership with the City. Perform initial team building and chartering activities, inclusive of teaming with City of Redmond and OAC personnel. Assemble and present selection process to the City for review, input and participation as appropriate.

Deliverables:

- Procurement/Selection of key team members, including:
 - Geotechnical Consultant (Step 1)
 - Environmental Permitting Consultant (Step 1)
 - Civil Engineer (Step 2)
 - Structural Engineer (Step 2)
 - Design-Build Mechanical/Plumbing Trade Partner (Step 2)
 - Design-Build Electrical Trade Partner (Step 2)
 - Design-Build Fire Protection partner (Step 2)
- Project charter
- Project Procurement Plan including MWBE and apprentice utilization
- Onboarding of key consultants during Validation

2. Site Investigation

Evaluate owner provided site information. Draft work plans to identify and schedule future investigations needed in Phase 1. Review client-provided groundwater monitoring and diesel UST site assessment and decommissioning reports to inform further site investigations. Perform registered site land survey. Coordinate with client to arrange soil contamination assessment and site mapping. Conduct initial site work and investigations to obtain information to minimize risks and refine design assumptions.

Deliverables:

- Phase 2 Geotechnical Assessment
- Geotechnical Report
- Site survey
- Potholing and other site investigations associated with Geotechnical assessment
- Potholing for utilities as determined appropriate and as coordinated with OAC and City of Redmond to minimize impacts during ongoing site operations

3. Dispersed Operations Approach

Develop 3-4 differentiated dispersed operations approaches utilizing existing and/or new buildings and/or sites. Provide high level schedule, pricing, and key considerations to compare to support confirmation of approach/siting in conjunction with Master Plan validation activities identified in Task 4. Key considerations to include evaluation of site access, circulation, building configuration, material storage, fleet storage and fueling, proximity to and compatibility with existing data collection, and employee parking/commuting. Confirm details of current operations, identify critical functions and subsequent temporary solutions, evaluate how existing buildings and operations may be impacted or require modifications to key systems such as MEPF in order to support continued program function, depending on dispersed operation approach. Using client-provided preliminary information regarding the space needs of various user groups as a basis, evaluate space needs for each dispersed operations approach. Evaluation of new sites identified by the City. Results are to be presented in a “choosing by advantages” format to support more targeted exploration of one approach based on these factors, real estate availability, and Executive Committee/Council feedback (see Task 5 for further information).

Deliverables

- Phasing Workshops with stakeholders and end users
- Desktop Review of Dispersed Program Summary of Alternate Sites
- Dispersed Operations Options Report outlining key findings and recommendations

4. Master Plan Validation

Validation of site-independent characteristics of Master Plan program to align project cost, schedule, and quality expectations. Examples of these independent characteristics include office and maintenance program, fleet transition planning, fleet storage, storage consolidation and capacity for the future Maintenance and operations Center, and interaction of MEPF with desired structural systems. Other specific DB team efforts include:

- Review and provide gap analysis of owner provided Fleet Transition plan and recommended equipment lists, infrastructure requirements, and transition related design input. This effort includes outreach to the AHJ to support feasibility evaluation of future electrical capacity on existing site as well as other alternative sites identified.
- Review and validation of project sustainability goals that align with the City’s current Sustainability Action Plan based on the foundational sustainability work completed in the Master Plan, including evaluation of sustainability accreditation systems (ex: LEED) and levels of available accreditation within appropriate systems to support project targets to be further developed in Phase 1 .
- Re-evaluation of addition of fire fleet maintenance to master plan program and impacts to project overall program, scope, schedule, and budget.

- Review of contemporary technology/network/SCADA upgrades to plan for subsequent programmatic incorporation in Phase I design development

This effort is to be performed in conjunction with Task 3 to allow comparison of site-specific needs as a consideration in Task 3 and the subsequent work in Task 5. See Tasks 6, 7, and 8 for specific tools/efforts used in support of validating program elements.

Deliverables:

- Program Summary Report
- Space Needs Program Validation Summary
- Fleet Transition Plan Review
- Sustainability Approach Review

5. Preferred Option Detailed Development

Refinement and Basis of Design Development for the preferred Phasing Strategy and Dispersed Operations Approach. Validation and refinement of the Space Needs Plan and Conceptual Site Approach established in the Masterplan based on the selected phasing and dispersed operation approach.

Deliverables

- Basis of Design Report

6. Permitting Strategy

Conduct permitting research and outreach to identify Authorities Having Jurisdiction, required permits, identify responsible parties to lead permitting activities and develop overall permitting strategy. Conduct integrated pull planning sessions to identify critical path permitting schedule drivers.

Deliverables

- Comprehensive Permitting Plan
- Level of Detail Matrix
- AHJ Early Engagement Meetings and Outreach

7. Budget Validation

Develop benchmarking cost information, systems evaluation, and project budget integrative with scope and schedule. This includes:

- Identification and data analysis of relevant benchmark facilities and systems to provide relevant completed construction cost information for analogous systems of comparable quality targets.
- Determination of appropriate systems ranges corresponding to fulfillment of project goals within fixed project budget, as well as identification of funding gaps to aspirational goals.
- Identification of relevant system options corresponding to differing levels of investment and weighing cost, schedule, quality, and performance outcomes of the associated system.
- Development, presentation, and interaction with client on dashboards articulating system target investment options to facilitate scope/budget alignment and shared understanding across project team and client.
- Determination of project Final Target Cost.

Deliverables:

- Facilities and Systems Benchmarking
- Systems Option Evaluation
- Project Budget

8. Schedule

Develop a schedule to align budget and scope explorations, integrating design durations, permitting activities, and key tasks/milestones. Utilize key trade partner feedback to inform sequencing of trades in a manner that supports overall facility function and design intent. This task will be an ongoing activity for the duration of the Validation phase.

Deliverables:

- Project Schedule

9. Validation Report

Production and compilation of Validation Report to summarize and record findings of the Validation Effort, memorializing project definition and aligned scope, schedule, and budget.

Deliverables:

- Validation Report (*refer to Section 7 of this proposal for a detailed Table of Contents outlining typical inclusions*)

10. Project Startup and Management

Project Setup and ongoing Administration efforts. Identification and establishment of project specific tools and communication protocols to inform stakeholders, document progress, record decisions, and summarize research and findings. Integration and transition of City of Redmond/OAC SharePoint site materials and record documentation onto DB team platform(s). Develop and maintain document controls and management.

Deliverables:

- Contracts
- Communication Plans
- Project Tools including documentation formats, informational dashboards, and/or status updates
- BIM Management Plan
 - Includes input from design-build trade partners to establish aligned approach to systems coordination and rules for conflict resolution within detailing.
- Ongoing Risk Identification and Mitigation Log
- Ongoing Decision Log

11. Meetings and Presentations

Ongoing efforts include administration, attendance, preparation and recording of meetings and presentations. Generate collateral and presentation production materials to support effective meetings, presentations, and project advancement. This also includes prompt dissemination of meeting minutes and outcomes to the team and relevant project stakeholders.

Deliverables include:

- Council meetings
- Executive Committee Meetings
- Senior Management Team Meetings
- Project Management Team Meetings
- Project Working Team Meetings
- Project Meetings
- Meeting Matrix to communicate decision-making schedule

BUDGET SUMMARY

Project: Redmond Maintenance & Operations Center
Architect: Miller Hull Partnership

Validation
08.11.25

| # | Summary System | 08.11.25 | Redmond MOC - Validation - NTP Date 9/2/2025 | |
|----|--|----------|--|------------------|
| | | | Validation Cost | Total Cost |
| 00 | Design | | 3,056,355 | 3,056,355 |
| 01 | General Conditions | | 782,218 | 782,218 |
| 02 | Demolition | | | - |
| 03 | Site | | 250,000 | 250,000 |
| 04 | Structure | | | - |
| 05 | Exterior Wall | | | - |
| 06 | Roofing \ Waterproofing | | | - |
| 07 | Interior Construction | | | - |
| 08 | Vertical Transportation | | | - |
| 09 | HVAC | | 130,000 | 130,000 |
| 10 | Plumbing | | 120,000 | 120,000 |
| 11 | Fire Sprinklers | | 50,000 | 50,000 |
| 12 | Electrical | | 350,000 | 350,000 |
| 13 | Construction Support | | - | - |
| | Subtotal | | 4,738,573 | 4,738,573 |
| | PL/PD Insurance (included in fee) | | 0 | 0 |
| | SDI / Subcontractor Bonds 1.223% | | 11,985 | 11,985 |
| | Contractor's Contingency 2.5% - 5% | | - | - |
| | Payment & Performance Bond (included in fee) | | 0 | 0 |
| | Fee 4.70% | | 223,276 | 223,276 |
| | Budget Subtotal | | 4,973,834 | 4,973,834 |
| | Scope Coordination Contingency | | 0 | - |
| | Escalation | | - | - |
| | Budget Subtotal | | 4,973,834 | 4,973,834 |
| | State B&O Tax* (Avg. 0.471% 2024 & 0.5% in 2025) | 0.486% | 24,291 | 24,291 |
| | Builder's Risk* (TBD) | | - | - |
| | *Pass Through Costs | | | |
| | BUDGET TOTAL | | 4,998,125 | 4,998,125 |
| | WSST 10.40% | | 519,805 | 519,805 |
| | BUDGET TOTAL WITH WSST | | 5,517,930 | 5,517,930 |

ESTIMATE DETAIL

| Item | Description | Takeoff Qty | Unit Cost | Amount |
|---------------------------------------|--|--------------|--------------------|--------------------|
| 00.000 Design | | | | |
| 00.100 Design | | | | |
| 01 | Geotechnical Engineer | 1.00 alw | 225,000.00 / alw | 225,000 |
| 01 | Industrial Systems Engineer - Stantec | 1.00 nte | 553,400.00 / nte | 553,400 |
| 01 | Civil Engineer - Primary | 1.00 alw | 200,000.00 / alw | 200,000 |
| 01 | Structural Engineer - Primary | 1.00 alw | 100,000.00 / alw | 100,000 |
| 01 | Architect - Miller Hull | 1.00 nte | 1,337,955.00 / nte | 1,337,955 |
| 01 | Means & Methods Engineering | 1.00 alw | 15,000.00 / alw | 15,000 |
| 01 | Environmental Consultant | 1.00 alw | 120,000.00 / alw | 120,000 |
| 01 | Traffic Consultant | 1.00 alw | 75,000.00 / alw | 75,000 |
| 01 | Structural Engineer - Dispersed Operations | 1.00 alw | 50,000.00 / alw | 50,000 |
| 01 | Civil Engineer - Dispersed Operations | 1.00 alw | 50,000.00 / alw | 50,000 |
| 01 | Licensed Survey | 1.00 alw | 80,000.00 / alw | 80,000 |
| 01 | Design Services Management Reserve | 1.00 alw | 250,000.00 / alw | 250,000 |
| Design | | | | \$3,056,355 |
| Design | | | | \$3,056,355 |
| 01.000 General Conditions | | | | |
| 01.001 Add-on Related | | | | |
| 05 | Retainage Bond | 0.00 ls | 0.00 / ls | 0 |
| Add-on Related | | | | \$0 |
| 01.010 Job Staff & Support | | | | |
| 03 | Director | 32.00 wks | 1,136.97 /wks | 36,383 |
| 03 | VP Project Delivery | 10.00 wks | 227.40 /wks | 2,274 |
| 04 | Senior Project Manager | 32.00 wks | 4,547.89 /wks | 145,532 |
| 04 | Senior Precon Estimator | 32.00 wks | 3,638.31 /wks | 116,426 |
| 05 | Misc Estimating Support | 4.00 wks | 1,705.46 /wks | 6,822 |
| 05 | Chief Estimator | 6.00 wks | 909.58 /wks | 5,457 |
| 06 | Design Construction Integrator | 7.00 wks | 568.49 /wks | 3,979 |
| 06 | MEP specialist | 3.00 wks | 568.48 /wks | 1,705 |
| 06 | Project Controls | 2.00 wks | 1,136.98 /wks | 2,274 |
| 10 | Sr Superintendent | 30.00 wks | 909.58 /wks | 27,287 |
| 11 | Superintendent | 30.00 wks | 454.79 /wks | 13,644 |
| 13 | Employee Parking (per employee) | 5,903.00 hrs | 1.44 /hrs | 8,500 |
| 24 | Project Administration | 1.00 ls | 899.67 /ls | 900 |
| 25 | Project Coordinator | 32.00 wks | 454.79 /wks | 14,553 |
| 35 | VDC Support | 18.00 wks | 1,569.02 /wks | 28,242 |
| 35 | Project Manager | 30.00 wks | 4,547.89 /wks | 136,437 |
| 35 | Project Engineer | 30.00 wks | 4,547.89 /wks | 136,437 |
| 58 | Peer Facility Site Visits | 1.00 alw | 10,000.00 /alw | 10,000 |
| 58 | Management Travel | 2,942.00 hrs | 4.62 /hrs | 13,592 |
| 63 | Teaming Activities | 1.00 alw | 15,000.00 /alw | 15,000 |
| 63 | Public Relations | 1.00 ls | 3,000.00 /ls | 3,000 |
| 66 | Postage | 7.00 mos | 100.00 /mos | 700 |
| 70 | Blueprint/Reproduction Costs | 7.00 mos | 500.00 /mos | 3,500 |
| 74 | Photographs - Aerial | 1.00 ls | 750.00 /ls | 750 |
| 76 | Safety Director Review | 28.00 wks | 272.87 /wks | 7,640 |

| Item | Description | Takeoff Qty | Unit Cost | Amount |
|---------------------------------|--|-------------|-----------------|------------------|
| Job Staff & Support | | | | \$741,036 |
| 01.020 | Equipment and Supplies | | | |
| 10 | Office Supplies & Expendables | 7.00 mos | 500.00 /mos | 3,500 |
| 70 | Pick Up Trucks | 425.00 hrs | 8.08 /hrs | 3,434 |
| 85 | Gas/Oil/Lubricants | 425.00 hrs | 2.89 /hrs | 1,228 |
| Equipment and Supplies | | | | \$8,162 |
| 01.040 | Office Equipment | | | |
| 40 | Cell Phones | 7.00 mos | 583.51 /mos | 4,085 |
| 60 | Computers | 7.00 mos | 562.47 /mos | 3,937 |
| 110 | Software | 7.00 mos | 2,588.83 /mos | 18,122 |
| 110 | Software - VDC | 7.00 mos | 118.26 /mos | 828 |
| 120 | Project Management System | 1.00 ls | 6,047.74 /ls | 6,048 |
| 130 | Office Equipment One-Time Setup Charge | 0.00 ls | 0.00 /ls | 0 |
| Office Equipment | | | | \$33,019 |
| General Conditions | | | | \$782,218 |
| 03.000 | Sitework | | | |
| 03.040 | Stormwater det/treatment | | | |
| 02 | Water Testing / Monitoring | 1.00 alw | 75,000.00 /alw | 75,000 |
| Stormwater det/treatment | | | | \$75,000 |
| 03.050 | Utility Relocation | | | |
| 10 | Pothole Hazardous Materials | 1.00 alw | 75,000.00 /alw | 75,000 |
| 10 | Pothole Utilities | 1.00 alw | 100,000.00 /alw | 100,000 |
| Utility Relocation | | | | \$175,000 |
| Sitework | | | | \$250,000 |
| 09.000 | HVAC | | | |
| 09.300 | HVAC | | | |
| 005 | Design Build Mechanical - Dispersed Operations | 1.00 alw | 30,000.00 /alw | 30,000 |
| 005 | Design Build Mechanical - Primary | 1.00 alw | 100,000.00 /alw | 100,000 |
| HVAC | | | | \$130,000 |
| HVAC | | | | \$130,000 |
| 10.000 | Plumbing | | | |
| 10.100 | Plumbing | | | |
| 005 | Design Build Plumbing - Primary | 1.00 alw | 100,000.00 /alw | 100,000 |
| 005 | Design Build Plumbing - Dispersed Operations | 1.00 alw | 20,000.00 /alw | 20,000 |

| Item | Description | Takeoff Qty | Unit Cost | Amount |
|-------------------------------|---|-------------|-----------------|------------------|
| Plumbing | | | | \$120,000 |
| Plumbing | | | | \$120,000 |
| 11.000 | Fire Sprinklers | | | |
| 11.100 | Fire Sprinklers | | | |
| 001 | Design Build Fire Sprinklers - Dispersed Operations | 1.00 alw | 15,000.00 /alw | 15,000 |
| 001 | Design Build Fire Sprinklers - Primary | 1.00 alw | 35,000.00 /alw | 35,000 |
| Fire Sprinklers | | | | \$50,000 |
| Fire Sprinklers | | | | \$50,000 |
| 12.000 | Electrical | | | |
| 12.001 | Electrical Subcontract | | | |
| 005 | Design Build Electrical - Primary | 1.00 alw | 275,000.00 /alw | 275,000 |
| 005 | Design Build Electrical - Dispersed Operations | 1.00 alw | 75,000.00 /alw | 75,000 |
| Electrical Subcontract | | | | \$350,000 |
| Electrical | | | | \$350,000 |

City of Redmond Maintenance and Operations Center

Date: July 30, 2025

Validation Phase Fee Proposal

| MAJOR ACTIVITIES / HOURS | DURATION: | | MILLER HULL | | | | | | | STANTEC | | | | | | TOTALS | |
|--|------------|------------|-------------------|-------------|-----------------|--------------|--------------------|--------------------|-----------------|-------------------|------------------|-----------------|--------------------|------------------------|-----------------|----------------|-------------|
| | 32.0 weeks | 7.0 months | Sian Roberts | Scott Wolf | Claire Rennhack | Steve Doub | Tets Takemoto | Arch 6 TBD | April Ng | Katherine Martin | Jared Weismantel | Ben Strehlow | TBD | Reb Guthrie | Mark Peckover | | Adam Lyons |
| | | | Partner in Charge | Design Lead | Design PM | Specs / QAQM | Project Architect | Project Architect | Staff Architect | Support Architect | Functional Lead | Functional Arch | Functional Support | Fueling Infrastructure | Electrical Lead | Mech/Plng Lead | |
| TASK 1: TEAMING | | | 32 | 24 | 80 | 0 | 0 | 0 | 0 | 0 | 32 | 40 | 24 | 20 | 20 | 12 | 284 |
| TASK 2: SITE INVESTIGATIONS | | | 0 | 4 | 24 | 0 | 40 | 80 | 20 | 40 | 8 | 8 | 0 | 12 | 12 | 4 | 252 |
| TASK 3: INTERIM OPERATIONS | | | 12 | 60 | 64 | 24 | 220 | 260 | 100 | 220 | 80 | 200 | 120 | 20 | 20 | 10 | 1,410 |
| TASK 4: MASTER PLAN VALIDATION | | | 8 | 16 | 32 | 24 | 120 | 140 | 80 | 120 | 20 | 40 | 40 | 4 | 4 | 0 | 648 |
| TASK 5: PREFERRED OPTION DETAILED DEVELOPMENT | | | 16 | 80 | 96 | 48 | 340 | 380 | 180 | 340 | 120 | 280 | 200 | 60 | 60 | 16 | 2,216 |
| TASK 6: PERMITTING STRATEGY | | | 8 | 8 | 96 | 24 | 80 | 80 | 40 | 80 | 4 | 4 | 0 | 4 | 4 | 4 | 436 |
| TASK 7: BUDGET VALIDATION | | | 12 | 4 | 24 | 4 | 60 | 80 | 40 | 60 | 8 | 20 | 4 | 4 | 4 | 4 | 328 |
| TASK 8: SCHEDULE | | | 8 | 4 | 40 | 0 | 44 | 40 | 20 | 44 | 8 | 8 | 0 | 4 | 4 | 4 | 228 |
| TASK 9: VALIDATION REPORT | | | 0 | 8 | 16 | 4 | 24 | 40 | 20 | 40 | 32 | 80 | 16 | 16 | 16 | 16 | 328 |
| TASK 10: PROJECT STARTUP AND MANAGEMENT | | | 8 | 8 | 88 | 0 | 40 | 80 | 40 | 0 | 40 | 24 | 0 | 8 | 8 | 8 | 352 |
| TASK 11: MEETINGS | | | 24 | 40 | 80 | 0 | 56 | 100 | 100 | 80 | 90 | 120 | 24 | 90 | 90 | 40 | 934 |
| | | | | | | | | | | | | | | | | | 0 |
| TOTALS | | | 128 | 256 | 640 | 128 | 1,024 | 1,280 | 640 | 1,024 | 442 | 824 | 428 | 242 | 242 | 118 | 7,416 |
| Avg. Hrs./Wk. | | | 4 | 8 | 20 | 4 | 32 | 40 | 20 | 32 | 14 | 26 | 13 | 8 | 8 | 4 | 232 |
| Total Hours | | | 128 | 256 | 640 | 128 | 1,024 | 1,280 | 640 | 1,024 | 442 | 824 | 428 | 242 | 242 | 118 | 7,416 |
| Avg hours/Week | | | 4 | 8 | 20 | 4 | 32 | 40 | 20 | 32 | 14 | 26 | 13 | 8 | 8 | 4 | 268 |
| % of Time (40 hr. wk.) | | | 10.00% | 20.00% | 50.00% | 10.00% | 80.00% | 100.00% | 50.00% | 80.00% | 34.53% | 64.38% | 33.44% | 18.91% | 18.91% | 9.22% | 669% |
| Pay Rate (\$/hr.) | | | \$318.00 | \$318.00 | \$287.00 | \$287.00 | \$246.00 | \$195.00 | \$256.00 | \$185.00 | \$246.00 | \$195.00 | \$181.00 | \$287.00 | \$287.00 | \$234.00 | |
| Subtotal | | | \$40,704 | \$81,408 | \$183,680 | \$36,736 | \$251,904 | \$249,600 | \$163,840 | \$189,440 | \$108,732 | \$160,680 | \$77,468 | \$69,454 | \$69,454 | \$27,612 | \$1,710,712 |
| Firm Subtotal | | | | | | | \$1,197,312 | | | | | | | | | | \$513,400 |
| Anticipated Reimbursable Costs Based on MHP + Subconsultant scope value | | | | | | | \$23,457 | | | | | | | | | | \$40,000 |
| Subconsultant Markup (10% on Stantec, Civil, Structural, Environmental, and Traffic) | | | | | | | \$117,186 | | | | | | | | | | \$0 |
| Firm Total | | | | | | | Miller Hull | \$1,337,955 | | | | Stantec | \$553,400 | | | | |

Notes

Stantec reimbursable costs are based on assuming 6 trips (avg 1/month) during Validation for 3 people for 3-5 days each. This proposal is intended to be conservative to account for travel from MN to WA while accomodating the potential for some travel to need to be booked days in advance, rather than several weeks/months in advance.

For the purpose of this proposal, Miller Hull assumes a 10% markup on Stantec. Per discussion with OAC, the team will proceed with a reduced markup on Stantec to align with the teaming outlined in the RFQ + RFP. The intent of this markup is to assist with cost recovery of actual overhead costs such as B&O and insurance that are incurred through contracting. The team will work with OAC and their auditor to establish and formalize a percentage rate of markup for MHP to apply to Stantec costs to support recovery of these actual costs. This rate is to be formalized in advance of the Phase 1 contract Amendment.

ESTIMATE RATE SHEETS

4. Estimate Rate Sheets

Lease Crutcher Lewis

Based on the contract, our team understands the intent of reimbursable salaried labor costs in the final (GMP) agreement to be based on actual salaried labor cost plus an auditable burden rate tied to the specific project team/crew mix. Therefore, we recommend use of the same approach in the Validation and Phase 1 contract agreements to provide continuity of accounting and auditability for contract costs. We also believe this provides the best value to City of Redmond, since it ties our hourly cost to actuals, rather than escalating a rate to cover future salary actions.

For the purpose of providing an NTE proposal, Lewis has provided a blended average rate and auditable burden based on our current proposed staffing to complete the Validation Phase scope of work.

Miller Hull + Stantec

Similar to the logic above, Miller Hull and Stantec have provided proposals based on current (2025) rates applicable to the Validation Phase only for the roles below. Stantec rates on the following page.

Miller Hull

| Category | Rate |
|------------------|-------|
| Partner | \$318 |
| Principal | \$287 |
| Senior Associate | \$256 |
| Architect 9 | \$256 |
| Associate | \$246 |
| Architect 8 | \$246 |
| Architect 7 | \$215 |
| Architect 6 | \$195 |
| Architect 5 | \$185 |
| Architect 4 | \$164 |
| Architect 3 | \$154 |
| Architect 2 | \$113 |
| Architect 1 | \$103 |

Stantec

| Category | Rate |
|-----------------|-------------|
| Level 21 | \$346 |
| Level 20 | \$327 |
| Level 19 | \$316 |
| Level 18 | \$303 |
| Level 17 | \$297 |
| Level 16 | \$287 |
| Level 15 | \$260 |
| Level 14 | \$246 |
| Level 13 | \$234 |
| Level 12 | \$222 |
| Level 11 | \$211 |
| Level 10 | \$195 |
| Level 09 | \$188 |
| Level 08 | \$181 |
| Level 07 | \$171 |
| Level 06 | \$160 |
| Level 05 | \$156 |
| Level 04 | \$136 |
| Level 03 | \$125 |

CLARIFICATIONS & ASSUMPTIONS

5. Clarifications and Assumptions

The purpose of this document is to identify key clarifications and assumptions relevant to the Lease Crutcher Lewis + Miller Hull + Stantec (DB Team) proposal for the Validation Phase for the Redmond Maintenance and Operations Center project. These include:

1. This proposal is based on being able to meet the key decisions and schedule outlined in Section 6 - Schedule and Exhibit A, "Decision and Approval Process." inclusive of key real estate listing information needed in order to evaluate dispersed operations. There is some flexibility to decision-making dates to accommodate/synchronize with client decision-making across the EC and Council. If durations are determined to need to extend based on factors outside of DB Team control, the DB Team reserves the right to update this proposal accordingly.
2. This proposal does not account for the added time associated with due diligence site investigations (example – new environmental and geotechnical assessments) associated with the Maintenance and Operations Center being relocated to a new site.
3. This proposal assumes that OAC, City of Redmond, or another appropriate alternate authorized party will provide due diligence information for any alternate sites, including those needed for dispersed operations. The timeline for provision of this information is outlined in Section 6, Validation Schedule.
 - a. Note – the DB Team is prepared to provide a crosswalk of functional process requirements to assist with real estate property filtering. The team will need input from the 3rd party Real Estate professional to identify critical filtering information to facilitate DB Team response.
4. Because design contracts are subject to 100% payment at time of service, the cost of a retention bond is included in the cost of the work associated with this proposal.
5. This proposal assumes use of a subcontractor default insurance (SDI) policy in lieu of bonding for coverage of trade partner scope, and is part of the cost of the work.
6. Based on the contract terms presented, our team understands the intent of reimbursable salaried labor costs for the Design-Builder in the GMP agreement to be based on actual salaried labor cost plus an auditable burden rate. Therefore:
 - a. Lease Crutcher Lewis costs for staff support in Validation and Phase 1 are assumed to follow this model, rather than a stipulated hourly rate. The cost of salaried staff support is presented as a single average blended hourly rate based on anticipated staffing to inform this NTE proposal. Invoiced amounts will be based on actual hours worked with the specific team member's actual cost of work plus burden (within the overall contract NTE limits). The burden rate provided as part of this proposal is based on the current anticipated staffing and is anticipated to be revised at subsequent contract Amendments associated with Phase 1 and GMP.

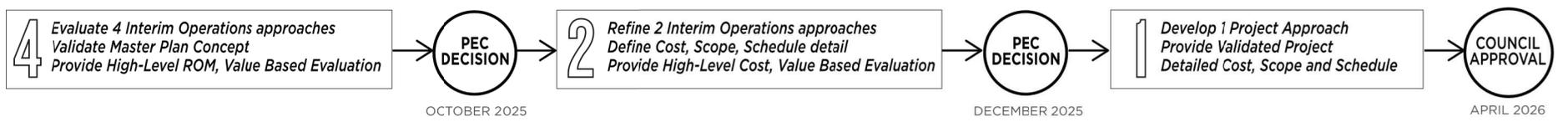
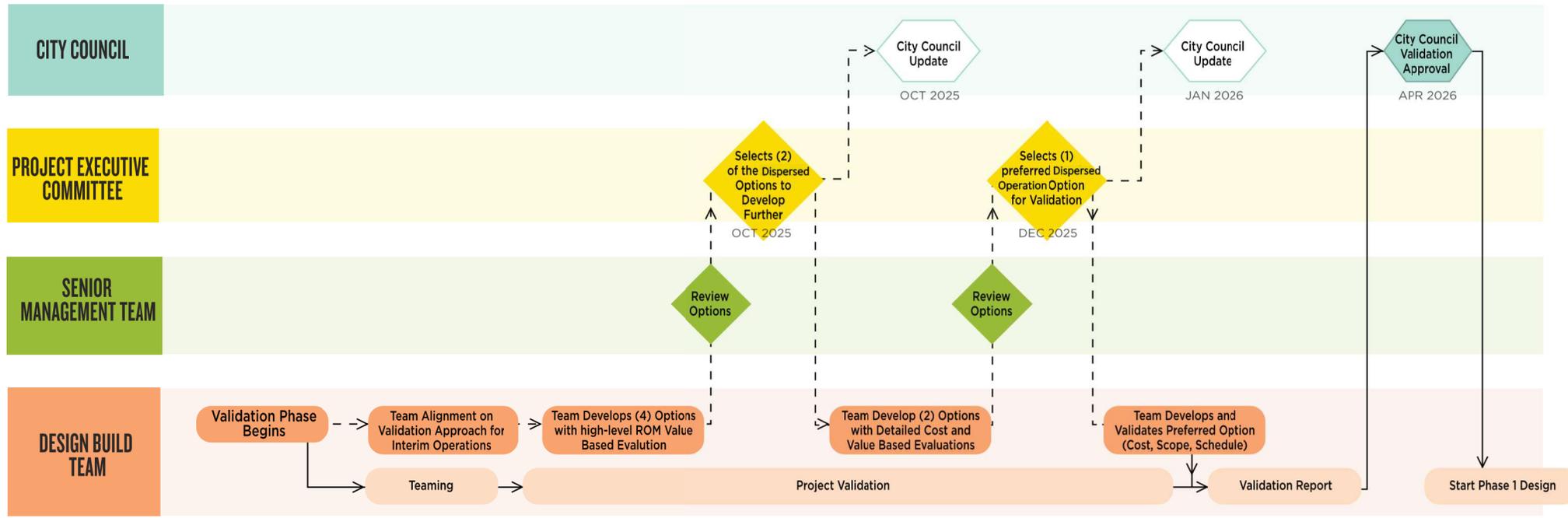
- b. Miller Hull and Stantec costs are presented based on current 2025 rates applicable to work performed in the Validation Phase, with rates for future contract phases to be set based on current rates applicable at time of contract amendment execution. These proposals are shown as single line items in the estimate for the purpose of establishing an NTE amount, but are to be billed as hourly NTE agreements.
7. It is understood that the Validation Proposal is being issued for a not to exceed amount – any cost savings for this phase of the project are intended to be rolled over to the Phase 1 proposal as part of the project rolling GMP.
8. This proposal assumes direct award for “Step 1” procurements and best value selection for “Step 2” procurements. The DB Team will include City of Redmond and OAC in the selection process.
9. The values identified for subconsultant and trade partner contracts are assumptions to be confirmed during initial teaming.
10. For the purpose of establishing an NTE value, a 10% markup of Stantec’s cost by Miller Hull has been incorporated into the estimate for this proposal. The project team intends to work with OAC and their auditor to establish and formalize a percentage markup on Stantec’s work by Miller Hull that allows cost recovery of actual incurred costs associated with contracting, such as B&O and insurance. This rate applies only to Stantec’s work – all other partners brought on by Miller Hull as subconsultants shall have the typical 10% markup applied.

Exclusions:

1. WSST
2. Construction activities beyond limited geotechnical site assessments
3. Design activities beyond those identified in the Task List
4. Detailed design of any dispersed operations site(s)
5. Builder’s Risk is excluded from this proposal
6. Good Faith, Contaminated Soil, and other Regulated Material assessments, inspections, and reports
7. 3rd Party inspections, inclusive of geotechnical inspections required to be independent performed



EXHIBIT A
Maintenance and Operations Center - Decision and Approval Process



VALIDATION SCHEDULE

Redmond Maintenance & Operations Validation Schedule



Initial Team Onboarded
Narrow down dispersed options

Preferred Option Decision

| | | | Validation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--------------------------|------|------------|----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|----------|----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|----------|----------|-----------|-----------|----------|----------|-----------|-----------|-----------|----------|----------|----------|
| Task | Primary Responsibility | Wks. | 1-Sep-25 | 8-Sep-25 | 15-Sep-25 | 22-Sep-25 | 29-Sep-25 | 6-Oct-25 | 13-Oct-25 | 20-Oct-25 | 27-Oct-25 | 3-Nov-25 | 10-Nov-25 | 17-Nov-25 | 24-Nov-25 | 1-Dec-25 | 8-Dec-25 | 15-Dec-25 | 22-Dec-25 | 29-Dec-25 | 5-Jan-26 | 12-Jan-26 | 19-Jan-26 | 26-Jan-26 | 2-Feb-26 | 9-Feb-26 | 16-Feb-26 | 23-Feb-26 | 2-Mar-26 | 9-Mar-26 | 16-Mar-26 | 23-Mar-26 | 30-Mar-26 | 6-Apr-26 | | |
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | | |
| ONGOING ACTIVITIES | | 32 | [Active] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Startup and Management | | | [Active] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Meetings | | | [Active] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Council Meetings Business Meetings | | | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Council Planning & Public Works Meetings | | | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] |
| PEC Meeting | (Monthly exact date TBD) | | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| SMT Meetings | (Monthly exact date TBD) | | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| PMT Meetings | (weekly) | | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Project Meetings | (weekly) | | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| TEAMING | | 7 | [Active] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Group 1 Buyout | Redmond/OAC/DB Team | 2 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Geotech; Environmental Permitting; Survey | | 0 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Group 2 Buyout | Redmond/OAC/DB Team | 6 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Civil; Structural; Mech/Plumbing; Electrical; Fire Protection | | 0 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Chartering | Redmond/OAC/DB Team | 3 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| DISPERSED OPERATIONS | | 20 | [Active] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Validation schedule approach & risks with up to four (4) options | DB Team / PEC | 3 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Confirm validation schedule alignment | Redmond/OAC/DB Team | 1 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Align on current real estate options avail | OAC/Stantec | 2 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Site Evaluation Criteria (New Site) | Stantec | 2 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Site Evaluation Criteria (Full Temp Facilities) | Stantec | 2 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Site Evaluation Criteria (Partial Temp Facilities) | Stantec | 2 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Confirm Program Goals for New Site | Redmond/Miller Hull | 2 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Employee Commuting survey (inform location) | DB Team | 2 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| High Level ROM Dispersed Operations Assessment (4 options) | DB Team | 4 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Owner review of four (4) options to proceed with 1-2) including Master Plan Phasing | Redmond | 3 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| SMT Meeting | | 1 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| PEC Meeting | Redmond | 1 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Council Meeting | Redmond | 1 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Detailed Validation of two (2) options (Project Validation option below) | DB Team | 9 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Owner review of two (2) options to proceed with final validation deliverable | Redmond | 6 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| SMT Meeting | | 1 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| PEC Meeting | Redmond | 1 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |
| Council Meeting | Redmond | 1 | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | [Active] | |

Redmond Maintenance & Operations
Validation Schedule



Initial Team Onboarded
Narrow down dispersed options

Preferred Option Decision

| | | Validation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------------------------|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|----------|----------|-----------|-----------|----------|----------|-----------|-----------|-----------|----------|--|--|--|
| Task | Primary Responsibility | Wks. | 1-Sep-25 | 2-Sep-25 | 3-Sep-25 | 4-Sep-25 | 5-Sep-25 | 6-Oct-25 | 7-Oct-25 | 8-Oct-25 | 9-Oct-25 | 10-Nov-25 | 11-Nov-25 | 12-Nov-25 | 13-Nov-25 | 14-Nov-25 | 15-Dec-25 | 16-Dec-25 | 17-Dec-25 | 18-Dec-25 | 19-Dec-25 | 5-Jan-26 | 12-Jan-26 | 19-Jan-26 | 26-Jan-26 | 2-Feb-26 | 9-Feb-26 | 16-Feb-26 | 23-Feb-26 | 2-Mar-26 | 9-Mar-26 | 16-Mar-26 | 23-Mar-26 | 30-Mar-26 | 6-Apr-26 | | | |
| PROJECT VALIDATION | | 29 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | | | | |
| Validate Master Plan Project | | 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Validating Master Plan Assumptions | DB Team | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Confirming Program & Scope | DB Team | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| End User Engagement | Stantec | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Decant Operations | Miller Hull | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SCADA Asset Maintenance | Miller Hull | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Site Visits - Operating Facilities | | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Budget Validation | Lewis | 26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Facilities Benchmarking | Lewis | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Systems Benchmarking | Lewis | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Systems Options Evaluation | Lewis | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Budgeting Efforts to align scope and Schedule | Lewis | 9 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fleet Transition Plan to validate equipment, infrastructure, etc. | Stantec | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Preferred Dispersed Operation Strategy Detailed BOD Development | | 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Validating Master Plan Assumptions | DB Team | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Confirming Program & Scope | DB Team | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BOD Development provide cost inputs to validate target schedule & budget | DB Team | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Validation Report | DB Team | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SITE INVESTIGATIONS | | 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Evaluate Project Documents | DB Team | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Evaluate Site Data (including Phase II ESA) | DB Team | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Site Survey | Survey | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Draft work plans/schedule for further investigations | Lewis | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pot hole for contamination and/or water monitoring data | Lewis | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pot hole Utilities | Lewis | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hazardous material identifications | Redmond | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Geotech Investigation & Report | | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PERMITTING | | 21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Permitting Strategies | | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AHJ outreach + PDB process integration | Miller Hull | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pull-planning and permitting matrix | Miller Hull / Lewis | 9 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Level of detail alignment to support procurement/ permitting | DB Team | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

★ The option to purchase property or full dispersed site operations selected there are additional schedule predecessors that may impact the start of final validation
Approval and Execution of Property Purchase / Lease Agreements / Property Closing
Additional Phase I and II Environmental / Survey / Site Investigations / Geotech Investigations & Report

VALIDATION REPORT DELIVERABLE

7. Validation Report Deliverable

Table of Contents

This proposed Table of Contents details the Validation Report Deliverable sections. The actual sections delivered in the Validation Report are subject to change based on the development of the work and findings.

- I. Executive Summary
 - a. Project Vision and Goals
 - b. Guiding Principals
 - c. Project Target Budget and Benchmarking Summary
 - d. Risk Matrix Summary

- II. Target Program
 - a. Summary and Recommendations
 - b. Phasing Strategy
 - c. Systems Summary by discipline
 - d. BOD Summary by discipline
 - e. Variance Log
 - i. Any code or design standard deviations, assumptions, and associated documentation of acceptance from the relevant AHJ.

- III. Target Costs
 - a. Overall project budget
 - b. Design and Construction Targets
 - i. Benchmarks
 - ii. Category and System Targets
 - iii. Detailed Risk & Mitigation, Probabilities, and Contingency Summary
 - c. Owner budget

- IV. Target Schedule
 - a. Project Schedule, including permitting timelines and milestones
 - b. Risks and schedule contingency considerations

- V. Building and Aligning Project Team
 - a. Summary of teaming to date
 - b. Procurement Plan
 - i. Best value narrative summary
 - ii. Phased procurement strategy
 - iii. SMWBE business utilization plan
 - iv. Apprentice/Journey utilization plan
 - c. Level of Detail Development Plan
 - d. Task and Responsibility Matrix

- VI. Appendices
 - a. Detailed Basis of Designs
 - b. Additional Documents to be identified

Exhibit D
Phase 1 Work

To be incorporated via Contract amendment

Exhibit E

Work Included in Construction General Conditions

Section 1. Relationship to Construction General Conditions Price

The Construction General Conditions Price identified in Section 7.4 of the Progressive Design-Build Contract shall be the sole reimbursement for all costs and expenses associated with the Construction General Conditions Work regardless of whether such work is provided directly by Design-Builder or General Contractor (if not the Design-Builder, or indirectly via subcontract or vendor agreement).

Cost of the Phase 2 Services as identified in Section 7.6 of the Progressive Design-Build Contract shall not include any Construction General Conditions Work identified in this Exhibit E.

Section 2. Construction General Conditions Work

Design-Builder shall be responsible for all required Construction General Conditions Work, in connection with the Phase 2 Services, as well as the performance of the related obligations, as described below. All costs contained below shall be the actual cost necessarily incurred in the completion of the Work. No percentage markups or adders applied to the Cost of Work or General Conditions without prior written approval from the Owner.

Supervisory and Administrative Personnel (also includes General Contractor if Design-Builder is not the General Contractor) Wages and salaries of the contractors' supervisory and/or administrative personnel approved in advance by the Owner, are to be reimbursed at actual cost excluding bonuses/incentives or any other adders.

- All Design-Builder's supervisory and administrative personnel engaged in the on-site performance of Phase 2 Services, including **but not limited** to the Design-Build Project Manager, Construction Manager, Construction Superintendent(s), and those responsible for managing and implementing Design-Builder's scheduling, cost control, billing, health and safety, QA/QC, and expenses. **For clarity, only the Design-Builder's craft labor shall be excluded from this category; any other on-site personnel provided by the Design-Builder (or General Contractor if Design-Builder is not acting as the General Contractor) shall be included as General Conditions and covered by the Design-Builder's General Conditions Fee.**
- Time of Design-Builder's supervisory and administrative personnel engaged off of the Project Site to support the Phase 2 Services, including visits to suppliers and manufacturing locations, attendance at workshops, travel, and other activities required for the coordination, of production or transportation of material or equipment necessary for the Phase 2 Services, but only for that portion of their time required for the Phase 2 Services.
- Time of the Design-Builder's personnel stationed at the Design-Builder's principal or branch offices and performing Phase 2 Services with the Owner's prior approval. **For clarity, this does not include time of the Engineer of Record associated with providing submittal reviews, responding to RFIs, and other activities necessary to ensure the construction complies with the design intent.**

- Employee benefits, premiums, taxes, insurance, contributions and assessments for all personnel covered by the General Conditions Price, and as required by law and collective bargaining agreements. For personnel covered by the General Conditions Fee but not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions paid by the Design-Builder, to the extent such costs are based on wages and salaries paid to supervisory and administrative personnel of the Design-Builder. All payroll taxes are subject to capping. Bonuses and other discretionary payments are not reimbursable directly but are to be recovered by the Design Builder's Fee.
- The reasonable cost of vehicles, travel, accommodations, and meals for the Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Phase 2 Services, subject to the Owner's prior approval. Commuting cost is not reimbursable.
- **Field Office(s) for Design-Builder Staff** (also for General Contractor if Design-Builder is not the General Contractor). All work associated with establishing, operating, and demobilizing Design-Builder's Site Office including, but not limited to:
 - Design-Builder field office mobilization and demobilization
 - Office trailer rental
 - Office furniture and equipment
 - Office janitorial
 - Office supplies
 - Office Computers, software, and maintenance.
 - High speed internet service
 - All jobsite communication tools, equipment, and services for the Project including:
 - Cellular phones, and cellular phone service, including long-distance calls
 - Telephones, and telephone service, including long-distance calls
 - Jobsite radios
 - Copy machines, fax machines, printers, scanners, and paper shredders for onsite document reproduction
 - Document reproduction services (off-site or custom)
 - Postage, courier, and express delivery
 - Accounting and data processing costs directly associated with this project. Home office IT, centralized data processing, corporate cloud services etc. are to be recovered by fee.
 - Job travel, including fuel and vehicle
 - Scheduling expenses

- Job meeting expenses necessarily incurred.
- **Construction Supplies and Support Areas**
 - Temporary parking and laydown areas both on and/or off-site, including rental areas
 - Storage facilities, both on and off site, whether owned or rented as substantiated for square footage, with owner’s advance approval if owned by the Design-Builder.
 - Incidental construction equipment, small tools, tool shed, and consumables not customarily owned by workers and required for the performance of the Work.
 - Fuel for onsite equipment
 - Surveying equipment and supplies
 - Project specific signage
- **Temporary Amenities and Utilities** (includes hookup, metering, and consumption costs)
 - Drinking water
 - Temporary toilets
 - Temporary water distribution and meters
 - Temporary fire protection
 - Temporary power
 - Temporary and emergency lighting
 - Temporary construction facilities and services
 - Temporary heat and ventilation
 - Temporary weather protection
- **Site Maintenance and Site Cleanup**
 - Site security
 - Fencing, barricades, partitions, protected walkways, and other measures used for traffic control on site
 - Site erosion control
 - Daily site cleanup, dumpsters, and garbage/recyclables disposal
 - Cleanup at Substantial Completion
- **Health and Safety**
 - Personal protective equipment (PPE) for staff and visitors
 - COVID-19 related PPE (e.g., face masks, face shields, etc.) and all other COVID-19 related safety implementation measures (e.g., temperature check stations)
 - Confined space entry, including personnel protective and monitoring equipment, standby personnel, and all related costs

- Handwashing stations, hand soap, and handwashing signage
- Alcohol-based hand sanitizer
- First aid
- Fall protection
- Safety program administration and training
- Drug testing
- Safety signage
- **Project Documentation**
 - Photographs to document pre-field investigation and pre-construction conditions
 - Project progress photos
 - Reference manuals
 - Project redline drawings
- **Design-Builder owned equipment**
 - Computers, vehicles, Radios or phones or any other Design Builder owned Equipment.
 - Electronic Equipment: Hardware to be included in the Owned Equipment rental log, and rental rates based on 2 year estimated useful life. All software rates to be evaluated and negotiated prior to being charged to the project and shall be based on specific project use for individuals on the project. CAD Machine rental to be based on CAD machine operator hours. Computer hardware and software located in the Home office or other offsite office not to be reimbursable.

Exhibit F
Equipment Rate Schedule

To be incorporated via Contract amendment

City of Redmond

**General Conditions
of
Progressive Design-Build Contract
Between Owner and Design-Builder**

Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Additional Services* refers to those services defined or described in Section 2.3.1.8 of the Contract.

1.2.2 *Allowance Items* are specific portions of the Phase 2 Work set forth in the GMP Amendment with the cost for such Work estimated in an assigned dollar amount.

1.2.3 *Allowance Values* are the dollar amounts assigned to Allowance Items.

1.2.4 *Application for Payment* is the Design-Builder's request for payment prepared and submitted in compliance with Article 8 of the Contract and Article 6 of these General Conditions of Contract.

1.2.5 *Basis of Design Documents* are those documents specifically identified in the Phase 2 Proposal and GMP Amendment as being the "Basis of Design Documents" and shall include, but not be limited to, agreed upon modifications to the Owner's Initial Programming and Overview.

1.2.6 *Change Order* is defined or described in Section 9.1 of these General Conditions of Contract.

1.2.7 *Claim* is a demand or assertion by Design-Builder for itself or for the benefit of any Subcontractor or supplier of any tier seeking an adjustment of GMP or Contract Time, or both, or any other relief with respect to the terms of the Contract Documents.

1.2.8 *Construction Documents* are the documents, consisting of drawings and specifications, to be prepared and/or assembled by the Design-Builder consistent with the agreed Final Program unless an adjustment has been made and is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.9 *Construction General Conditions Price* is defined or described in Section 7.4 of the Contract for the performance of the Construction General Conditions Work.

1.2.10 *Construction General Conditions Work* includes all work set forth in **Exhibit E** to the Contract.

1.2.11 *Contract* refers to the Progressive Design-Build Contract between Owner and Design-Builder dated _____, (Modified DBIA 544), as negotiated.

1.2.12 *Contract Documents* are as defined in Article 3 of the Contract.

- 1.2.13** *Contract Price* is defined or described in Section 2.3.1.1 of the Contract.
- 1.2.14** *Contract Time(s)* are the dates for Substantial Completion and Final Completion as defined in Article 6 of the Contract.
- 1.2.15** *Cost of the Phase 2 Work* is defined or described in Section 7.6 of the Contract.
- 1.2.16** *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- 1.2.17** *Design-Build Team* is comprised of the Design-Builder, the Design Consultant (Engineer of Record), and Key Subcontractors (Key Firms) identified by the Design-Builder in its proposal in response to the Owner's Request for Proposals. The Key Firms are identified in Section 10.4 of the Contract.
- 1.2.18** *Design-Builder* is Lease Crutcher Lewis WA, LLC.
- 1.2.19** *Design-Builder's Contingency* is defined or described in Section 7.7.2 of the Contract.
- 1.2.20** *Design-Build Fee* is defined or described in Section 7.5 of the Contract.
- 1.2.21** *Design-Builder's Representative* is defined or described in Section 10.2.2 of the Contract.
- 1.2.22** *Design-Builder's Principal-In-Charge* is defined or described in Section 10.2.1 of the Contract.
- 1.2.23** *Design Consultant and/or Engineer of Record* is Key Team Member procured as part of the Design Builder's Team, a licensed design professional or employed or retained to furnish design services required under this Contract. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents. The Engineer of Record shall be a professional engineer licensed in the state of Washington.
- 1.2.24** *Differing Site Conditions* are defined or described in Section 4.2.1 of these General Conditions of Contract.
- 1.2.25** *Electronic Data* is defined or described in Section 12.1.1 of these General Conditions of Contract.
- 1.2.26** *Final Application for Payment* is defined or described in Section 6.7 of these General Conditions of Contract and 8.4 of the Contract.
- 1.2.27** *Final Completion* is the date on which all Work, except for warranties, is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list and the submission of all documents set forth in Section 6.7.2 of these General Conditions of Contract.
- 1.2.28** *Force Majeure Events* are those unanticipated events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes (but not labor disputes involving Design-Builder), earthquakes, pandemics, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. Force Majeure Events shall not include known events or conditions (and associated Legal Requirements) in existence at the time of execution of the GMP Amendment.

- 1.2.29** *General Conditions of Contract* refer to this Document.
- 1.2.30** *GMP or Guaranteed Maximum Price* is defined or described in Section 7.7 of the Contract
- 1.2.31** *GMP Amendment* is an amendment to the Contract contingent upon Owner's approval of the Phase 2 Proposal as defined or described in Section 2.3.2.2 of the Contract.
- 1.2.32** *Hazardous Conditions* are any materials, wastes, substances, and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- 1.2.33** *Legal Requirements* are all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- 1.2.34** *Notice to Proceed* is a formal written notice from Owner to Design-Builder instructing it to commence with all or some portion of the Work.
- 1.2.35** *Open-Book* means that all costs and expenses of any kind chargeable to the Owner shall be open and transparent to Owner. Owner has the right, directly or through agents or representatives of its choosing, to access and audit all information used or obtained by Design-Builder in formulating the price in Article 7 of the Contract. Any adjustment to price throughout the Project shall be made on an Open-Book basis as well. Open-Book pricing and payment procedures will not apply to a Lump Sum payment structure.
- 1.2.36** *Owner* is the City of Redmond.
- 1.2.37** *Owner's Initial Programming and Overview* are developed by or for Owner to describe Owner's program opportunities and objectives for the Project, including use, space, price, time, site, and expandability requirements, as well as other expectations or wants that may be used to evaluate the Design-Builder's performance of the Work. Owner's Initial Programming and Overview are set forth in **Exhibit B** to the Contract.
- 1.2.38** *Owner's Representative* is defined or described in Section 10.1.2 of the Contract.
- 1.2.39** *Owner's Project Manager* is defined or described in Section 10.1.1 of the Contract.
- 1.2.40** *Inclusion Plan* is defined or described in Section 2.11.3 of these General Conditions of Contract.
- 1.2.41** *Owner Provided Information* are those documents itemized and linked in **Exhibit A** to the Contract.
- 1.2.42** *Pass-Through Costs* is defined or described in Section 7.6.3 of the Contract.
- 1.2.43** *Phase 1 Work* is that portion of the Work defined and described in **Exhibit D (Phase 1 Work)**.
- 1.2.44** *Phase 2 Work* is that portion of the Work defined and described in the **GMP Amendment**.
- 1.2.45** *Phase 2 Proposal* is defined and described in Section 2.3 of the Contract.
- 1.2.46** *Project* is the Maintenance & Operation Center Project.
- 1.2.47** *Scheduled Substantial Completion Date* is the date set forth in the Contract, and the Master

Project Schedule, at Section 6.2.1 and is subject to adjustment in accordance with these General Conditions of Contract.

1.2.48 *Site* is the land or premises on which the Project is located.

1.2.49 *Subcontractor* is any person or entity retained by the Project (Designer or Builder) as an independent contractor, or service provider, to perform a portion of the Work at any tier and shall include materialmen and suppliers.

1.2.50 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.51 *Substantial Completion* or *Substantially Complete* means the Work, except for agreed punch list items, is sufficiently complete in accordance with the Contract Documents such that Owner can occupy and use the Project or a portion thereof for its intended purposes, and Design-Builder has provided all documentation and other information as is required by Section 6.6 of these General Conditions. The Work is not Substantially Complete unless the Owner can: reasonably judge that the Work can achieve Final Completion within sixty (60) days (or such other period of time as is specified in the Design-Build Documents); appropriate cleaning has occurred; all designated systems and portions thereof are usable, including the HVAC system; utilities are connected and operating normally; Owner training sessions have begun; all required permits and approvals have been issued by the authorities having jurisdiction; O&M manuals have been submitted for review; and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may take beneficial occupancy of the Work or a designated portion thereof does not indicate that the Work is acceptable in whole or in part.

1.2.52 *Validation Phase Work* is that portion of the Work defined and described in **Exhibit C (Validation Phase Work)**.

1.2.53 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring, and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents.

1.2.54 *Work Change Directive* is defined and described in Section 9.2 of these General Conditions of Contract.

1.2.55 *Work Product* is defined and described in Section 5.1 of the Contract.

Article 2

Design-Builder's Work and Responsibilities

2.1 General Work.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and Owner's Project Manager and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Project Manager shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Project Manager, or any Key Staff, may be replaced only with the mutual agreement of Owner and Design-Builder. Design-Builder shall be lawfully licensed, bonded, and insured in the jurisdiction where the Project is located. The Design-Builder shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel

performing the Work. The Design-Builder is not authorized to enter into any agreements or undertakings for or on behalf of Owner or to act as or be an agent or employee of Owner.

2.1.2 Design-Builder shall provide Owner's Project Manager with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of all costs and expenses of the Project to the extent provided for in the Contract; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work, within the GMP, for the Contract Price and within the Contract Time(s).

2.1.3 Pursuant to Section 2.3.1.4 of the Contract, Design-Builder shall prepare and submit a schedule for the execution of the Phase 2 Work for Owner's review and response (Project Schedule). The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the (i) the care and skill necessary to comply with the requirements of this Contract and (ii) care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project, whichever is greater. Notwithstanding the preceding sentence, if Owner's Initial Programming and Overview contains specific performance standards for any aspect of the Work, the design professional services shall be performed to achieve such standards.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1 hereof and Section 2.1.1 of the Contract. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer

about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3 hereof, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as otherwise agreed by the Parties in writing, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.7 Design-Builder's Phase 2 Work.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Design-Builder shall always exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed in the state of Washington and qualified to perform the Work consistent with the Contract Documents. Owner approves Subcontractors identified in Section 10.3 of the Contract as Key Firms and Key Personnel. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.3.1 The Design-Builder shall include the language of this sub-paragraph in each of its first-tier subcontracts and shall require each of its Subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of Owner, Design-Builder shall promptly provide documentation to Owner demonstrating that the Subcontractor meets the subcontractor responsibility criteria below. The requirements of this subsection apply to all subcontractors regardless of tier. At the time of subcontract execution, Design-Builder shall verify that each of its first tier Subcontractors meets the following bidder responsibility criteria:

- a) If applicable, have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract award; (RCW 39.04.350(1)(a))
- b) Have a current Washington Unified Business Identifier (UBI) number (RCW 39.04.350(1)(b))
- c) If applicable, have:
 - i. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW (RCW 39.04.350(1)(c));
 - ii. A Washington Employment Security Department number, as required in Title 50 RCW (RCW 39.04.350(1)(c));
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW (RCW 39.04.350(1)(c));
 - iv. Not been found out of compliance by the Washington State Apprenticeship and Training Council under chapter 49.04 RCW for the one (1) year immediately prior to award (RCW 39.04.350(1)(e))
 - v. Receive training on the requirements related to public works and prevailing wages under Chapters 39.04 and 39.12 RCW (RCW 39.04.350(1)(f))
 - vi. For the 3-year period immediately preceding the date of award, it has not been determined by final and binding citation from Department of Labor and Industries to have willfully violated the provisions of RCW 49.48, 49.46, or 49.52. (RCW 39.04.350(1)(g))
- d) No Serious safety violations in the last 3 years as posted under Washington State's Labor and Industry's Workplace Safety & Health OSHA.
- e) Not be disqualified from bidding on any public works contract under RCW

39.06.010 or 39.12.065(3) (RCW 39.04.350(1)(d)).

- f) If applicable hold an electrical contractor license, if required by Chapter 19.28 RCW;
- g) If applicable hold an elevator contractor license, if required by Chapter 70.87 RCW.
- h) If applicable hold a plumbing contractor license, if required by Chapter 18.106 RCW
- i) Evidence of holding the appropriate level of bonding and insurance required by the Design-Builder related to the work of the subcontract and naming Owner as an additional insured with waiver of subrogation.
- j) Attestation of no conflicts of interests with Owner or Owner staff.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.7 Prevailing Wages: The Design-Builder must comply with the provisions of Chapter 39.12 of the Revised Code of Washington, relative to the employment of Washington residents at or above the prevailing wages for the specific type of work involved as determined by the United States Department of Labor and will be required to certify to this effect prior to each and any payments made by Owner.

The prevailing rate of wages to be paid to all workers, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, and any amendments thereto. The rules and regulations of the Department of Labor and Industries and the Schedule of Prevailing Wage Rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries are by reference made a part of this contract as though fully set forth herein.

In case any wage dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries and his or her decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, or as amended.

The Design-Builder shall acquaint itself with all conditions affecting labor rates and impending negotiations for labor agreements. The Design-Builder shall pay new schedules, when and if required, without additional cost to Owner.

Forms may be obtained from the Department of Labor & Industries. The fees for each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall accompany each form submitted to the Department of Labor & Industries. The Design-Builder is responsible for payment of these fees and shall make all applications directly to the Department of Labor & Industries. Such application, and any supplemental statements which may be necessary, shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

Prior to commencing work, each Design-Builder and each and every Subcontractor (subject to prevailing wage) shall file a sworn "Statement of Intent to Pay Prevailing Wages" (L&I Form #F700-029-000) with the Department of Labor and Industries certifying the rate of hourly wages to be paid each classification of laborers, workers, or mechanics employed upon the work by the Design-Builder or Subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Prior to any payment, the Design-Builder and each Subcontractor shall submit to Owner a "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor & Industries.

Each voucher claim or invoice submitted by a Design-Builder for payment on a project shall state: "Prevailing wages have been paid in accordance with the pre-filed Statement of Intent to Pay Prevailing Wages on file with the public agency in accordance with RCW 39.12.04". Each invoice shall list sales tax as a separate line item.

For projects over \$10,000, the Design-Builder must post an approved copy of the Statement of Intent, (listing the labor classification and wages used on the project) at the job site. In the event the Statement of Intent has not been approved by the Department of Labor & Industries before work begins, the complete listing of prevailing wage rates for that Owner may be posted and distributed in lieu of the approved Statement of Intent.

The Design-Builder shall, within ten days after it receives a written request, file a certified copy of the payroll records with Owner.

Upon completion of work, the Design-Builder and each and every Subcontractor (subject to pay prevailing wage) shall file a sworn "AFFIDAVIT OF WAGES PAID" (L&I Form #F700-007-000) with the Department of Labor and Industries certifying the rate of hourly wages paid each classification of laborers, workers, or mechanics employed upon the work by the Design-Builder or subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Upon completion of this contract, Owner must receive from the Design-Builder and each and every Subcontractor (subject to prevailing wage) a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor & Industries. Retainage, or Bond, will be released upon receipt of all necessary documentation (including but not limited to releases from the Department of Labor & Industries, Department of Employment Security and, when applicable, Department of Revenue), the settlement of any liens, and in accordance with Chapter 60.28 of the Revised Code of Washington.

Owner is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, Owner is providing the following applicable prevailing wage rate information:

A. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

B. The effective prevailing wage date is the same date as the Execution Date of the GMP Amendment.

A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at 15670 NE 85th St, Redmond, WA 98073.

Upon request, Owner will mail a hard copy of the applicable prevailing wage rates for this Project.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors, and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.8.4 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work.

2.8.5 Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-307-560 et seq., the Design-Builder shall provide Owner copies of and have available at the Project Site a workplace survey and material safety data sheets for all "hazardous" chemicals under the control or use of Design-Builder or any Subcontractor of any tier at the Project Site.

2.9 Warranties and Guaranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of

defects in materials and workmanship. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, are considered defective. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents or otherwise unacceptable to Owner ("Defective Work"), including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Final Completion or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is Defective, submit a corrective action plan that details steps to correct Defective Work, including the correction, removal or replacement of the defective Work and any damage caused to other parts of the Work affected by the Defective Work.

Owner will review and approve a corrective action plan and provide authorization to commence corrective action. If Design-Builder fails to start corrective action within seven (7) business days, or as otherwise approved by Owner, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder's Bonding Agent with written notice of defective work and Design-Builder corrective action plan. The conditions of the Performance Bond will be enforced.

If in the event Owner must correct the Defective Work, Design-Builder shall be responsible for all costs incurred by Owner in performing such correction. If the Defective Work creates an emergency requiring an immediate response, emergency response costs are also the responsibility of the Design-Builder.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct Defective Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.11 Non-Discrimination.

2.11.1 Design-Builder shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Design-Builder shall not participate either directly or indirectly in such discrimination, including discrimination in employment practices.

2.11.2 Design-Builder shall comply with all requirements of the federal Civil Rights Act.

2.11.3 Pursuant to the Design-Builder's proposed Subcontracting and Inclusion Plan, the Design-Builder shall actively and in good faith provide opportunities for underutilized, disadvantaged, and/or small businesses as subcontractors, subconsultants, and/or suppliers in the performance of the Work. As part of the Subcontracting and Inclusion Plan, the Design-Builder shall implement an outreach strategy, the Subcontracting and Inclusion Plan will be reviewed, and approved by Owner prior to the execution of this Contract. The Subcontracting and Inclusion Plan will outline the proactive strategies, resource commitments, and specific steps the Design-Builder will take to effectively engage these firms for utilization and performance on this Project. The Design-Builder

shall furnish evidence of its compliance with the Subcontracting and Inclusion Plan with the monthly project report.

As used in this section, these firms may include, but are not limited to, firms certified by the Office of Minority and Women Owned Enterprises (OMWBE), the US Government, registered with other relevant agencies, or those that are self-identified and accepted by Owner.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations, and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the Project Schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1. Owner Provided Information. Owner has provided Design-Builder with access to Owner Provided Information (the "Owner Provided Information") listed in **Exhibit A** to the Contract. Owner provides such Owner Provided Information to Design-Builder for information only. Design-Builder understands and agrees that Owner shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost or cause of action whatsoever suffered by Design-Builder by reason of any use of any information contained in the Owner Provided Information or any action or forbearance in reliance thereon. Design-Builder further acknowledges and agrees that (a) if and to the extent Design-Builder or anyone on Design-Builder's behalf uses any of the information in the Owner Provided Information in any way, such use is made on the basis that Design-Builder, not Owner, has approved and is responsible for such information, and (b) Design-Builder is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement such information, and that any use of such information is entirely at Design Builder's own risk and at its own discretion.

3.2.2 Except as otherwise provided in the Contract Documents, Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Owner's Representative.

3.3.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions, or defects in the performance of the Work. Provided, however, that the failure of

Owner's Representative to provide such notice shall not relieve Design-Builder from the obligation to perform the Work and deliver the Project in a manner consistent with its obligations under the Contract Documents. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.4 Government Approvals and Permits.

3.4.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees for the Project, that are not required by law to be obtained by Owner.

3.5 Owner's Separate Contractors.

3.5.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with, Design-Builder to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.1.7 Training and Reporting

4.1.7.1 All workers onsite who are involved in demolition, construction, installation, or excavation activities must have current Asbestos Awareness Training, as required by WAC 296-62-07722(6).

4.1.7.2 Prior to bringing onsite any chemicals listed in 6 CFR part 27, Appendix A, the Design-Builder shall submit for itself and for all Subcontractors a completed "Contractor Declaration and Reporting Form for Department of Homeland Security – Chemicals of Interest."

4.1.8 General Requirements When Design-Builder Performs Hazardous Conditions Abatement

4.1.8.1 SUPERVISORY AUTHORITY: Design-Builder assumes all responsibilities and shall perform all required work under applicable regulations related to its supervisory authority over Subcontractors and personnel performing work related to hazardous materials.

4.1.8.2 ACCESS RESTRICTIONS: Work described in the Contract Documents includes restriction of access to work areas during hazardous materials activities. Access to various work areas by the general public, Subcontractors, and other individuals will not be possible during certain hazardous materials work sequences, as specified in the Contract Documents. Design-Builder shall coordinate the Work to facilitate access by Subcontractors while enforcing work area restrictions and shall minimize disruption to building occupants and services.

4.1.8.3 WORKING HOURS: No hazardous materials work shall occur when building users have access to work areas. Schedule all hazardous materials work to occur in accordance with schedule requirements outlined elsewhere in the Contract Documents, and when work areas have been vacated by building users.

4.1.8.4 EMERGENCY CONTACTS: Designated qualified representatives of the Design-Builder and specific hazardous materials Subcontractors are to be available on a 24-hour emergency basis for the duration of the Work. Provide contact information to Owner's Representative for inclusion in the Project emergency contact list.

4.1.8.5 GENERAL HAZARDOUS MATERIALS SUBMITTALS: Design-Builder shall review the scope of work and submittal requirements outlined in the Contract Documents. Design-Builder shall submit and require all subcontractors performing the work of handling or disposing of any hazardous materials to submit, pertinent information required by the Contract Documents. Examples of work and impact may include abatement, demolition, saw cutting, roto-hammering, welding, sanding, drilling, scraping or other remodeling and metals-related impact, impact of asbestos-containing joint compound or other material with <1% asbestos, PCB ballast removal or light tube removal and disposal.

4.1.8.6 REGULATIONS, LAWS, and ORDINANCES: Design-Builder shall comply with all applicable regulations, laws and ordinances concerning the impact, removal,

handling, storage, disposal, monitoring and protection against exposure or environmental pollution related to hazardous or regulated materials and conditions. Impacts to hazardous or regulated materials that may be required by the Work may include, but are not limited to: manual demolition, mechanical demolition, cutting, sawing, drilling, sanding, scraping, welding, power-washing or torch-cutting. Confirm required impacts with other applicable specification sections and drawing sheets. Design-Builder shall furnish all labor, materials, equipment, services, and insurance that is specified, shown, or reasonably implied for the removal and handling of hazardous materials as part of the Work.

4.2 Differing Site Conditions.

4.2.1 Differing Site Conditions. If Design Builder encounters conditions that were concealed physical conditions that could not have reasonably been discovered, which differ materially from those indicated in the Validation Report, Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (collectively, a "Differing Site Condition"), then Design Builder shall give written notice to Owner within 3 business days after becoming aware of or having encountered such condition. Design-Builder shall not perform any Work in connection therewith (except for an emergency) until receipt of written order to do so. After receipt of such written notice, Owner will promptly review the pertinent condition.

4.2.2 Possible GMP and Contract Time Adjustments

4.2.2.1 If Design-Builder seeks to have the GMP or the Contract Time, or both, adjusted due to the existence of a Differing Site Condition, Design-Builder shall comply with the provisions of Article 9 in addition to the requirements of this Section 4.2.

4.2.2.2 Design-Builder **shall not** be entitled to any adjustment in the Contract Price or Contract Time if:

- a) Design-Builder knew of the existence of such conditions at the time Design-Builder and Owner negotiated this Contract; or
- b) Design-Builder failed to give the written notice as required by Section 4.2 and/or comply with Article 9; or
- c) Design-Builder knew, or should have known, of such conditions during Validation/Phase 1 of the Project but failed to identify such conditions, document such conditions in the Contract Documents, or otherwise take into account the conditions when designing the Project.

4.2.2.3 If Design-Builder complies with the provisions of Article 9 and this Section 4.2 and Owner and Design-Builder are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the GMP or Contract Time, or both, a Claim may be made by Design-Builder as provided in Article 10.

Article 5

Insurance and Bonds

5.1 Insurance. The Design-Builder shall provide insurance consistent with and in accordance with the requirements of Article 11 of the Contract.

5.2 Bonds. The Design-Builder shall provide performance and payment bonds consistent with and in accordance with the requirements of Article 11 of the Contract.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 The Design-Builder shall submit a Schedule of Values at least 15 days prior to submitting its first Application for Payment. The Schedule of Values shall reasonably allocate the Contract Sum among the various portions of the Work; be complete; be organized to include detailed breakdown of each major unit of the Work; be organized to correspond to Design-Builder's schedule; break down the Contract Sum showing the value assigned to each part of the Work; be so organized as to facilitate assessment of work and payment of Subcontractors; and be balanced. To the greatest extent possible, the breakdown shall use the same tasks or units as the Design-Builder's Master Project Schedule. Design-Builder shall provide documentation substantiating the cost allocation if asked by Owner. Upon acceptance of the Schedule of Values by Owner, it shall be used as a basis for all requests for payment.

6.1.2 Owner will timely review and approve the Schedule of Values so as not to delay the submission of the Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Payments.

Owner shall make payments for Validation Work, Phase 1 Work, and Phase 2 Work in accordance with Section 8 of the Contract.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due, less statutory retainage. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment because of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, to resubmit disputed amounts.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

6.4 Design-Builder's Payment Obligations.

6.4.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.5 Substantial Completion.

6.5.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice (and all required documents and information), Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.5.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, and subject to the Retainage requirements of RCW 60.28 and Section 8.3 of the Contract.

6.5.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.6 Final Payment.

6.6.1 After receipt of a Final Application for Payment from Design-Builder, together with all information required by Section 6.6.2 below, Owner shall make final payment by the time required in the Contract if Design-Builder has achieved Final Completion.

6.6.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.6.2.1 An affidavit certifying that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.6.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.6.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.6.2.4 All reports, records, training and operating manuals, warranties and other deliverables required by the Contract Documents; and

6.6.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.6.2.6 All operating manuals, warranties, record documents and other deliverables required by the Contract Documents; and

6.6.2.7 A signed and stamped set of all calculations supporting the design of the Project.

6.6.3 Deficiencies in the Work discovered after Substantial Completion, whether such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend, with counsel reasonably acceptable to Owner, any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information, and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses incurred by or awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after Substantial Completion. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred

by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification. In addition to any other indemnification of defense obligation that Design-Builder may have under the Contract Documents, Design-Builder shall defend, indemnify, and hold Owner, its officers, officials, employees, and agents (the "Indemnified Parties") harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

7.4.1 The sole negligence or willful misconduct of Design-Builder or any of its Design Consultants or Subcontractors or Suppliers of any tier, or the agents or employees of same (collectively, the "Design-Build Parties");

7.4.2 The concurrent negligence of the Design-Build Parties, but only to the extent of the negligence of the Design-Build Parties;

7.4.3 A breach of this Contract by the Design-Build Parties;

7.4.4 The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.

In addition to a remedy authorized by law, Owner may retain so much of the money due the Design-Builder as deemed necessary by Owner to ensure the defense and indemnification obligations of this section until disposition has been made of such suits or claims.

Pursuant to RCW 4.24.115, claims, suits, or actions result from the concurrent negligence of (a) the Indemnified Parties and (b) the Design-Build Parties the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Design-Build Parties' negligence.

In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Design-Builder, its consultants of any tier, Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Design-Builder or any consultant or Subcontractor under Title 51 RCW, the Industrial Insurance Act, or any other employee benefit acts. In addition, Design-Builder waives immunity as to Owner only, in accordance with Title 51 RCW. The Design-Builder intends to indemnify, defend and hold Owner harmless to the fullest extent allowed by applicable law. To the extent that applicable law invalidates any portion of this Section, the remainder shall be construed

to provide the broadest protection to Owner allowed by applicable law. The parties acknowledge that the foregoing waiver of Title 51 RCW immunity was mutually negotiated and that the provisions of this Section shall survive expiration or termination of this Contract by either party for any reason. The Design-Builder shall similarly require that each subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 6 of the Contract. By executing the Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of Design-Builder. By way of example, events that may entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. Design-Builder shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

8.2.2 Design-Builder is not entitled to a change in Contract Time unless the progress of the Work on the critical path is delayed and completion of the Work within Contract Time is delayed. A Request for a Change Order that includes a request for an adjustment in the Contract Time shall be delivered to Owner in accordance with Article 9 herein and, in addition to any requirements in Article 9, shall:

- a. Include a clear explanation of how the event or conditions specifically impacted the critical path and overall construction schedule and the amount of the adjustment in Contract Time requested.
- b. Demonstrate that the delay could not have been avoided by re-sequencing of the Work or other reasonable alternatives.
- c. Be limited to the change in the critical path of a construction schedule, and any updates, attributable to the event or conditions which caused the request for adjustment.

8.3 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder may also be entitled to an appropriate adjustment of the GMP; except that the GMP shall not be adjusted for Force Majeure Events.

Article 9

Changes to the GMP and Contract Time

9.1 Authorized Changes in the Work

9.1.1 General. After execution of the Contract, Changes in the Work are effective solely by Change Order or Work Change Directive.

9.1.2 Change Order. A Change Order is a written instrument issued after execution of the Contract signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.2.1 The scope of the change in the Work;

9.1.2.2 The amount of the adjustment to the GMP, if any; and

9.1.2.3 The extent of the adjustment to the Contract Time(s), if any.

A Change Order shall constitute full payment and final settlement of all Claims for Contract Time adjustment and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either recovered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

9.1.3 Design-Builder Request for Change Order. Change Order requests may be initiated by Design-Builder in accordance with this subsection 9.1.3.

9.1.3.1 If Design-Builder believes that it is entitled to relief for any event or condition arising out of or related to the Work or Project, Design-Builder shall provide to Owner a written Notice of Intent to Submit a Request for Change Order no later than seven (7) days after the event or condition giving rise to the claim for relief.

9.1.3.2 Unless Owner's Representative issues written notice authorizing Design-Builder additional time to submit the Request for Change Order, Design-Builder shall provide a written Request for Change Order to Owner's Representative no later than 21 days after delivery of the Notice of Intent to Submit a Request for Change Order. The Request for Change Order must include (a) a description of the request, rationale, and specific provisions of the Contract Documents, (b) specific dollar amount of the requested change to GMP, covering all costs associated with the requested Change Order; (c) specific request for change in Contract Time (number of days); and (d) all documentation supporting the Request for a Change Order, including but not limited to all cost records, schedule analysis, and the documents identified in the Contract Documents, that are in any way relevant to the Design-Builder's Request for Change Order.

9.1.3.3 Pending resolution of Design-Builder's Request for a Change Order, Design-Builder shall continue to perform all Work including, at the written request of Owner, the work associated with the pending Request for Change Order.

9.1.3.4 A Request for Change order that is not accepted by Owner within 30 days after receipt by Owner is deemed denied.

9.1.3.5 If Design-Builder disagrees with denial of a Request for Change Order, the Design-Builder's sole remedy shall be to file a fully documented Claim in accordance with

Article 10 within 30 days after Design-Builder's receipt of the denial or within thirty (30) days after the denial is deemed to have occurred under Section 9.1.3.4 above.

9.1.4 Owner Change Order Proposal. Change requests may be initiated by Owner through a Change Order Proposal submitted to Design-Builder. Such a request is for information and pricing only and is not an instruction to execute changes or to stop work in progress, unless issued as a Work Change Directive. Upon receipt of Owner Change Order Proposal, the Design-Builder shall promptly submit its proposed costs and pricing. If Owner and Design-Builder agree to the terms of the cost and pricing for the proposed change, they shall execute a mutually acceptable Change Order to authorize the change.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the GMP and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 GMP Adjustments and Pricing.

9.4.1 Except as otherwise provided by Section 9.4.2 herein, the value of any changed Work or of any Claim for an increase or decrease in the GMP or Contract Sum shall be limited to the Cost of the Work and the Fee and markups set forth in the Contract. For Subcontractors of any tier, the total cost of any changed Work or of any other increase or decrease in the GMP or Contract Sum, including a Claim, shall be established based on lump sum quotations whenever possible. If the parties are unable to agree upon such lump sum costs, then reimbursable costs shall be limited to the following components:

9.4.1.1 Direct labor costs: Actual labor costs determined by the number of additional craft hours and the hourly costs necessary for the Subcontractor to perform the Change in the Work. The hourly cost shall be based upon the following:

- .1 Basic wages and fringe benefits:** The hourly wage (without markup or labor burden) and fringe benefits paid by the Subcontractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Subcontractor for vacations, per diem, subsistence, housing,

travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Subcontractors shall provide to the Owner copies of payroll records, including certified payroll statements upon the Owner's request.

- .2 Workers' insurances:** Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
- .3 Federal insurances:** Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

9.4.1.2 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the Change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.

9.4.1.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work is used solely on the change at the site times the applicable rental cost as established in **Exhibit F** and if not established therein, then by the lower of the local prevailing rate published in The Rental Rate Blue Book by EquipmentWatch, Atlanta, Georgia, as modified by the latest edition of the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site. If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the change are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for providing all oil, lubrication, repairs, maintenance, and insurance. No gas surcharges shall be charged to Owner unless charged to Design-Builder by the vendor. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for longer than one (1) week) on the changed Work shall be fifty percent (50%) of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.

9.4.1.4 Costs of Lower-Tier Subcontractors: These are payments a Subcontractor makes to lower-tier Subcontractors for changed Work performed by such lower-tier Subcontractors. Such Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section.

9.4.1.5 Subcontractor's Fee: This is the percentage amount for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineer, other engineers (except design engineers), estimator, and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, layout and control, quality control/assurance, purchasing, small or hand tool (a tool that costs \$500 or less and is normally provided by the performing contractor) or expendable charges,

preparation of as-built drawings, impact on unchanged Work, Claim and Change preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No Fee shall be due, however, for direct settlements of Subcontractor claims by the Owner after Substantial Completion. The Fee shall be limited in all cases to the following schedule:

- .1 A Subcontractor of any tier shall receive 12% of the cost of any materials supplied or work properly performed by that Subcontractor's own forces.
- .2 A Subcontractor of any tier shall receive 8% of the amount owed (less fee) directly to a lower-tier Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.
- .3 A Subcontractor of any tier shall receive no more than 5% of any amounts owed (less fee) to any remote, sub-tier subcontractors which are within the lines of contractual responsibility but not in privity of contract with such Subcontractor, for work performed by that remote, sub-tier subcontractor.
- .4 The cost to which this Fee is to be applied shall be determined in accordance with Sections 9.4.1.1 through Sections 9.4.1.4. None of the fee percentages authorized in this Section 9.4.1.5 may be compounded with any other fee percentage or percentages authorized in this paragraph.
- .5 The total summed Fee of the first-tier Subcontractor and all lower-tier Subcontractors shall not exceed 25%. If the Fee would otherwise exceed 25%, the Design-Builder shall proportionately reduce the Fee percentage for the Design-Builder and all Subcontractors except for the Subcontractor supplying material or performing work with its own forces. None of the fee percentages authorized in this Section 9.4.1.5 may be compounded with any other fee percentage or percentages authorized in this Section.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. The parties acknowledge that the fees listed in this Section are higher than the fees and overhead normally included in determining the Subcontractor's subcontract price; that these higher percentages are a sufficient amount to compensate the Subcontractor for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Subcontractor for some Changes compensates the Subcontractor for any Changes for which the Subcontractor believes the percentage is otherwise insufficient.

9.4.1.6 Cost of change in insurance or bond premium: This is added to the sum of the amounts specified in Sections 9.4.1.1 through 9.4.1.5 and is defined as:

- .1 Subcontractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance, subject to audit, and not to exceed 1.25%) of any changes in the Subcontractor's liability insurance arising directly from the changed Work; and
- .2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability, subject to audit, and not to exceed 1.0%) of the change in the Subcontractor's premium for any statutorily or contractually

required performance and payment bond arising directly from the changed Work.

Upon request, the Subcontractor shall provide the Owner with supporting documentation from its insurer or surety of any claimed cost.

9.4.1.7 The costs reimbursable to Design-Builder and Subcontractors of any tier may not include consultant costs, attorneys' fees, or Claim preparation expenses as such matters are not recoverable from the Owner.

9.4.2 Tariffs. The GMP and/or Contract Sum may be adjusted for tariffs, duties and/or other taxes that are assessed (or removed) after execution of the GMP Amendment. The value of any such increase or decrease in the GMP and/or Contract Sum shall be calculated and substantiated as follows:

Price increase: In the event of a materials price INCREASE that is actually and demonstrably due to assessment of tariffs, duties and/or other taxes, the GMP and/or Contract Sum shall be reasonably adjusted to reconcile the materials price INCREASE. The Design-Builder shall not be entitled to an adjustment in the Design-Build Fee or the Contract Time.

Price decrease: In the event of a materials price DECREASE that is actually and demonstrably due to removal of previously-assessed tariffs, duties and/or other taxes, the GMP and/or Contract Sum shall be reasonably adjusted to reconcile the materials price DECREASE. The Design-Builder shall not be entitled to an adjustment in the Design-Build Fee or the Contract Time.

No adjustment for materials quantities: No adjustments will be made to changes in materials quantities. The intent of this document is to reconcile ONLY materials costs.

The Design-Builder shall in no event be entitled to an increase of the GMP and/or Contract Sum for any tariffs, duties and/or other taxes that were imposed or assessed prior to the date of the GMP Amendment.

The Owner shall have the right to conduct audits for the purpose of substantiating cost increases due to tariffs. These audits are intended to verify the validity and accuracy of the cost increase claims submitted by the Design-Builder and/or all other lower tier subcontractors (all referred to as "Design-Builder" in this section.) The Design-Builder shall provide the Owner or its designated auditors with access to all relevant records and documentation required for the audit. This includes providing timely access to records, responding to inquiries, and facilitating interviews with relevant personnel if needed.

The Design-Builder agrees to fully cooperate with the Owner or its designated auditors during the audit process. The Owner shall ensure that all information obtained during the audit is treated as confidential and used solely for the purpose of substantiating the cost increase due to tariffs. The Owner shall not disclose any confidential information to third parties without the Design-Builder's prior written consent, except as required by law.

Should the audit reveal any discrepancies or inaccuracies in the claimed cost increases, the Design-Builder shall bear the responsibility for any unsubstantiated costs and shall not be entitled to an adjustment in the contract price for those costs.

Any access needed shall be granted during normal business hours and upon reasonable notice. The audit shall include a review of all documentation and records related to the cost increases, including but not limited to:

- Official tariff notifications or announcements from relevant government authorities. The Design-Builder is required to provide copies of official tariff notifications or announcements issued by the relevant government authorities serving as verification that new tariffs have been implemented and are affecting material costs.
- Supplier price increase notices explicitly stating that the increase is due to tariffs. The Design-Builder must submit written documentation from suppliers indicating the new prices and explicitly stating that the increase is due to tariffs. Acceptable forms of documentation include letters, emails, or formal notices from suppliers.
- Contracts and agreements with suppliers that include price escalation clauses related to tariffs. The Design-Builder shall provide copies of contracts or agreements with suppliers that contain price escalation clauses related to tariffs outlining the conditions under which prices can be increased due to external factors like tariffs.
- Recent invoices and receipts showing the increased costs of materials. The Design-Builder is required to submit recent invoices and receipts that clearly show the increased costs of materials. The dates and amounts on these documents must reflect the impact of the tariff-related price increases.
- Receipts and Bills of Lading showing the actual costs incurred and the quantity of materials affected by the tariff increase.
- Historical Cost Data. Cost comparisons detailing specific material costs prior to the implementation of tariffs and after the tariff increase. Comparison detail shall include calculations showing the impact of the tariffs on the overall cost. These calculations shall be supported by material invoices of prior purchases, supplier increase notices, and purchase invoices detailed herein as justification of material price increase due to tariffs.
- Copies of proof of payment to suppliers for the materials at the increased cost. This includes but is not limited to canceled checks, receipts, and electronic payments involved in the purchasing of the materials.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the GMP and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Claims and Disputes

- 10.1 Condition Precedent to Filing a Claim.** The following actions are a mandatory condition precedent to filing a Claim: (a) a Request for Change Order is denied or deemed denied by Owner or (b) a Unilateral Change Order is issued by Owner.
- 10.2 Claim Deadline.** Unless otherwise agreed to in writing by Owner, a fully documented Claim shall be received by Owner within thirty (30) days after the denial or deemed denial of a Request for Change Order, or, in the case of a Unilateral Change Order, Design-Builder's receipt of Owner's decision regarding Contract Time or GMP adjustments pursuant to the Unilateral Change Order. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Design-Builder, on behalf of itself and its Subcontractors and suppliers, of the Unilateral Change Order or Owner's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order or Unilateral Change Order.
- 10.3 Design-Builder's Obligation to Continue Work.** Pending final decision of a Claim hereunder, the Design-Builder shall proceed diligently with the performance of the Work, including that work associated with the Claim, and maintain its progress with the Work. Failure to proceed as required herein shall constitute grounds for termination for cause under Article 11.
- 10.4 Information Required in a Fully Documented Claim.** Every Claim must be submitted by Design-Builder, in writing and clearly designated by Design-Builder as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:
- 10.4.1** A detailed factual statement of the Claim providing all necessary details, locations, and items of Work affected;
 - 10.4.2** The date on which facts arose that gave rise to the Claim;
 - 10.4.3** The name of each person employed or associated with Design-Builder, Subcontractors, suppliers, and/or Owner with knowledge about the event or condition which gave rise to the Claim;
 - 10.4.4** Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;
 - 10.4.5** The specific provisions of the Contract Documents on which the Claim is based;
 - 10.4.6** If an adjustment in the GMP is sought, the exact amount sought, calculated in accordance with the Contract Document and accompanied by all records supporting the Claim;
 - 10.4.7** If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason Design-Builder believes an adjustment in the Contract Time should be granted; and Design-Builder's analyses of its construction schedule, any specific schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and,
 - 10.4.8** A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Design-Builder's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the GMP or Contract Time for which Design-Builder believes Owner is liable.
- 10.5 Cooperation/Claims Audit.** Design-Builder shall cooperate with Owner or its designee in the evaluation of its Claim and provide all information and documentation requested by Owner or its designee. Claims filed against Owner shall be subject to audit at any time following the filing of the

Claim. Failure of Design-Builder, or Subcontractors of any tier, to maintain and retain reasonably sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Design-Builder, or Subcontractors of any tier, shall constitute a waiver of that part of the Claim and shall bar any recovery on that part of the Claim. Upon Owner's request, the Design-Builder shall provide at a minimum the following records electronically within a reasonable amount of time:

- 10.5.1** All documents itemized in Section 8.2.1.1 of the Contract.
 - 10.5.2** Escrow bid documents, take off sheets, and calculations used to prepare the bid and/or quotes.
 - 10.5.3** Take off sheets, calculations, purchase orders, vouchers quotes, other financial data to support Claims or any other request for damages or additional money.
 - 10.5.4** Financial statements for all years during the Contract Time. In addition, the Owner may require, if it deems appropriate, additional financial statements for three (3) years preceding execution of the Contract and six (6) years following Final Acceptance of the Contract.
 - 10.5.5** Depreciation records on all Design-Builder's and Subcontractor's equipment, whether these records are maintained by the Design-Builder and Subcontractor involved, its accountant, or others.
 - 10.5.6** All documents establishing the actual cost of owning and operating equipment.
 - 10.5.7** All documents which relate to each and every Claim together with all documents which support the amount of damages as to each Claim.
 - 10.5.8** Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractor, all documents which establish time periods, individuals involved, the hours for the individuals, and the rates for the individuals.
 - 10.5.9** Worksheets, software, and all other documents used by the Design-Builder (a) to prepare its GMP Proposal or schedule(s) and/or (b) to prepare quotes and bids to the Design-Builder.
 - 10.5.10** All schedule documents, including electronic versions, planned resource codes, or schedules and summaries, including but not limited to those that support the Design-Builder's request for change in the Contract Time.
 - 10.5.11** All submittals.
 - 10.5.12** All other documents, including email, related to the Project, Claims, or Change Orders.
- 10.6 Owner Evaluation of Claim.** After Design-Builder has submitted a fully documented Claim that complies with Article 10, Owner shall respond, in writing, to Design-Builder within sixty (60) days from the date the fully documented Claim is received with a decision regarding the Claim. The Claim shall be deemed denied upon the 61st day following receipt of the Claim by Owner. Any Claims not fully resolved must be submitted to Dispute Resolution in accordance with Section 10.7.
- 10.7 Dispute Avoidance and Resolution.**

10.7.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other through the life of the Project, to avoid or minimize disputes or disagreements.

If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work. If a matter cannot be resolved through the Design-Builder, Owner, and Owner's Owner Representative, Design-Builder's Principal-In-Charge/Signatory (PIC) and Owner's Signatory, upon the request of any party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve any issue.

10.7.2 If after meeting the Design-Builder's PIC and Owner's Signatory, determine that the dispute cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting a formal Claim and request facilitated, non-binding mediation.

The mediation shall be conducted by a mutually agreeable impartial mediator. If the parties have not reached an agreement on a mediator within thirty (30) days of the request, either party may submit the unresolved claims or disputes to JAMS, Seattle, Washington, or such other alternative dispute resolution service to which the parties mutually agree, for appointment of a single mediator. The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held near the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.8 Litigation. Any Claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.7 above shall be decided by litigation, unless the parties mutually agree in writing otherwise. All unresolved Claims of Design-Builder shall be waived and released unless Design-Builder has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion of all the Work designated in writing by Owner or (b) 60 days after Final Completion. This requirement cannot be waived except by an explicit written waiver signed by Owner and Design-Builder. The pendency of mediation shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or 30 days after the last mediation session ended with no further sessions scheduled by the mediator.

10.9 CONSEQUENTIAL DAMAGES.

10.9.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.9.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING. Costs and damages for which Owner shall not be liable under any circumstances include but are not limited to: (a) borrowing or interest costs, charges, or expenses of Design-Builder; (b) alleged lost profit or overhead on any other project; and (c) Design-Builder's failure or inability to obtain other work.

10.9.2 The consequential damages limitation set forth in Section 10.9.1 does not waive and does not otherwise affect (1) any payment of liquidated damages that may be established by the parties, and which would be intended, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential; or (2) Owner's entitlement to actual direct damages arising out of or related to breach of this Contract by the Design-Builder.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work.

11.1.2 Design-Builder is entitled to seek an adjustment of the GMP and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. If the Contract establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed under this Contract. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Contract for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of Article 9 of the Contract.

11.3 Design-Builder's Right to Terminate for Cause.

11.3.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

11.3.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to Force Majeure Events, the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.3.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.3.1.3 Owner has failed to pay Design-Builder for properly submitted and approved accurate Applications for Payment in accordance with Section 8.2 of the Contract for undisputed amounts due and owing.

11.3.2 Upon the occurrence of an event set forth in Section 11.3.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within thirty (30) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 9 of the Contract.

11.4 Bankruptcy of Design-Builder.

11.4.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate Owner's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.4.1.1 The Design-Builder, its trustee or other successor, shall furnish, upon request of Owner, adequate assurance of the ability of the Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.4.1.2 The Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Design-Builder fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to Owner under this Article 11.

11.4.2 The rights and remedies under Section 11.4.1 above shall not be deemed to limit the ability of Owner to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Contract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated, or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 5 of the Contract. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally, or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data

via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Public Records. This Contract and all public records associated with this Contract shall be available from Owner for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Design-Builder are needed for Owner to respond to a request under the Act, as determined by Owner, the Design-Builder agrees to make them promptly available to Owner. If the Design-Builder considers any portion of any record provided to Owner under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the Design-Builder shall clearly identify any specific information that it claims to be confidential or proprietary. If Owner receives a request under the Act to inspect or copy the information so identified by the Design-Builder and Owner determines that release of the information is required by the Act or otherwise appropriate, Owner's sole obligations shall be to notify the Design-Builder (a) of the request and (b) of the date that such information will be released to the requester unless the Design-Builder obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Design-Builder fails to timely obtain a court order enjoining disclosure, Owner will release the requested information on the date specified. Owner has, and by this section assumes, no obligation on behalf of the Design-Builder to claim any exemption from disclosure under the Act. Owner shall not be liable to the Design-Builder for releasing records not clearly identified by the Design-Builder as confidential or proprietary. Owner shall not be liable to the Design-Builder for any records that Owner releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

13.2 Assignment. Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship. Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors, and assigns.

13.4 Governing Law. The Contract and all Contract Documents shall be governed by the laws of the State of Washington without giving effect to its conflict of law principles. Exclusive venue for any dispute arising out of this Contract shall be in King County Superior Court. Design-Builder shall include a "Stipulation of Venue in King County" in all subcontracts hereunder. Should the Design-Builder or any member of the Design-Build Team be a non-resident of Washington State, each shall designate a Washington resident as agent upon whom process may be served before commencing work under this Contract.

13.5 Severability. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver. The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings. The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice. Whenever the Contract Documents require that notice be provided to the other party, notice shall be provided consistent with Section 12.4 of the Contract.

13.9 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

-END OF GENERAL CONDITIONS-



Memorandum

Date: 9/2/2025
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 25-475
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|------------------------------------|----------------|--------------|
| Planning and Community Development | Carol Helland | 425-556-2107 |
| Finance | Kelley Cochran | 425-556-2748 |

DEPARTMENT STAFF:

| | | |
|------------------------------------|----------------|--|
| Planning and Community Development | Seraphie Allen | Deputy Director |
| Planning and Community Development | Philly Marsh | Economic Development Manager |
| Planning and Community Development | Kimberly Dietz | Principal Planner |
| Finance | Denise Shinoda | Business Licensing Program Coordinator |

TITLE:
Short-Term Rental Code Update

OVERVIEW STATEMENT:

The Short-Term Rental Code Update project involves a cross-departmental team, including Planning and Community Development and Finance, for proposed updates to Short Term Rental Code and standard operating procedures.

RMC 5.04.130 identifies a threshold of five rental units, including both short-term and long-term rentals, for warranting a business license. However, short-term and long-term rentals are not defined within the chapter. Cities and counties are also authorized to implement chapter 64.37 RCW: Short-Term Rentals concerning violations of section 64.37.030 Consumer Safety. This requirement is not referenced, and its implementation is not defined by RMC 5.04 General Business Regulations.

Staff recommends amendments to RMC 5.04 General Business Regulations to provide the following:

- Establishing clarity and consistency with chapter 64.37 RCW: Short-Term Rentals regarding the definition of short-term rentals;
- Requiring Redmond business licensing for short-term rentals;
- Ensuring implementation of consumer safety, transparency, and communication protocols in accordance with section 64.37.030 RCW: Consumer Safety; and
- Developing operational standards for ongoing engagement with online platforms and with owners and operators of short-term rentals.

The report and amendments are provided as Attachment A.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan; Housing Action Plan; Economic Development Strategic Plan; Tourism Strategic Plan
- **Required:**
Reference to Chapter 64.37 RCW Short-Term Rentals
- **Council Request:**
City Councilmembers identified the following at their June 3, 2025, Committee of the Whole - Planning and Public Works:
 - Impacts on and protection for housing affordability
 - Definition of STR
 - Describe rental periods, listing for only short periods versus longer-term listings
 - Aggressiveness to mitigate upper levels of housing
 - Enforcement when not licensed and staff capacity
 - Developers are promoting STRs
 - Communicate with owners/operators
 - Inspection for quality, good neighborliness, safety, communication
 - Staff capacity for licensing
 - HOAs status such as changing rules to allow or disallow STRs
 - Neighboring cities such as Vancouver B.C.
- **Other Key Facts:**
N/A

OUTCOMES:

This project anticipates improving code consistency, establishing awareness of current conditions, developing relationships with owners and managers of short-term rental properties, and confirming operational standards for existing and preparing for additional short-term rental properties in advance of the 2026 World Cup.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
A communication plan had been developed for this project and includes:
 - May through August - involvement with stakeholders, the community, and political action committee(s)
 - July - Lodging and Tax Advisory Committee meeting. Meeting minutes including discussion of Short-Term Rental updates are provided as Attachment B.
 - January 2026 - Implementation and involvement with stakeholders, the community, and political action committee(s)

- **Outreach Methods and Results:**
 Interviews, webpage, questionnaire, focus groups, office hours, individual email, and phone conversations resulting in the following:
 - 39 attendees to in-person, online, and direct outreach events;
 - 95 social media “likes” and click-throughs to project information; and
 - Awareness for 10,511 people via the project webpage, Let’s Connect webpage, and social media posts.
- **Feedback Summary:**
 - Let’s Connect questionnaire, promoted by Citywide; Plans, Policies, and Regulations; and Economic Development newsletters and social media channels. The Let’s Connect questionnaire report is provided as Attachment C.
 - 1 Two office-hours through which the community could discuss the project with staff and view preliminary concepts for code amendments.
 - 2 One in-person community meeting during which staff presented draft amendments for group discussion. Discussion notes from this meeting are provided as Attachment D.
 - 3 Short-Term Rental webpage
 - 4 Interviews of short-term rental online platform providers.

BUDGET IMPACT:

Total Cost:

This project is led by internal staff in alignment with individual workplans.

Approved in current biennial budget: Yes No N/A

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:

Short-term rentals comprised six percent, \$43,896, of the lodging excise tax to the City in 2024. The following shows the receipts to the City during a two-year period:

| Accommodation Type | 2023 | | 2024 | |
|--------------------|------------------|-------------|------------------|-------------|
| | Hotel | \$544,851 | 93% | \$667,539 |
| Short-Term | \$39,680 | 7% | \$43,896 | 6% |
| Total | \$584,531 | 100% | \$711,435 | 100% |

Increases to short-term rental supply and tourism related to the 2026 World Cup are anticipated to increase the lodging excise tax resulting from the local portion of region-wide accommodations.

Funding source(s):

Business Tax Fund (60%) General Fund (40%)

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|----------|--|---------------------|
| 6/3/2025 | Committee of the Whole - Planning and Public Works | Receive Information |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|------------|-------------------------|-------------------|
| 10/28/2025 | Study Session If needed | Provide Direction |
| 12/2/2025 | Business Meeting | Approve |

Time Constraints:

Staff requests City Council's action on amendments to the Redmond Municipal Code by the end of 2025 for effectiveness of regulations and operation procedures in advance of property leasing associated with the 2026 World Cup.

ANTICIPATED RESULT IF NOT APPROVED:

The region anticipates an increase in the inventory of short-term rental properties associated with the 2026 World Cup. The project proposal would provide increased awareness and transparency as well as communication and consumer safety tools if adopted. These actions and tools as well as business license revenue would be impacted if the City Council chooses to deny this proposal.

ATTACHMENTS:

- Attachment A. Staff Recommendation for Short Term Rental Code Update
 - A.1 Recommended Amendments to RMC Chapter 5.04 General Business Regulations
 - A.2 Short-Term Rental Guide
- Attachment B. Lodging Tax Advisory Committee, July 9, 2025 Meeting Minutes
- Attachment C. Let's Connect Short-Term Rental Questionnaire Report
- Attachment D. Community Meeting Discussion Notes



**Amendments to Redmond Municipal Code Chapter 5.04
General Business Regulations
Concerning Short-Term Rental Regulations**

- Project Name:** Short Term Rental Updates
- Date:** August 13, 2025
- Project Description:** RMC 5.04.130 identifies a threshold of five rental units, including both short-term and long-term rentals, for warranting a business license. However, short-term and long-term rentals are not defined within the chapter. Cities and counties are also authorized to implement chapter 64.37 RCW: Short-Term Rentals concerning violations of section 64.37.030 Consumer Safety. This requirement is not referenced and its implementation is not defined by RMC 5.04 General Business Regulations. Amendments to RMC 5.04 General Business Regulations, Attachment A, along with a Short-Term Rental Guide, Attachment B, are recommended to:
- Establish clarity and consistency with chapter 64.37 RCW: Short-Term Rentals regarding the definition of short-term rentals;
 - Require Redmond business licensing for short-term rentals;
 - Ensure implementation of consumer safety, transparency, and communication protocols in accordance with section 64.37.030 RCW: Consumer Safety; and
 - Develop operational standards for ongoing engagement with online platforms and with owners and operators of short-term rentals.
- Staff:** Kimberly Dietz, Principal Planner
Denise Shinoda, Business Licensing Coordinator

Analysis:

These recommendations are a component of the City’s preparation for World Cup tourism. The region anticipates an increased demand to accommodations as part of this global event. Based on Redmond being a first stop on the light rail enroute to Seattle, local demand is also anticipated to increase and result in an increased inventory of Short Term or Vacation Rentals.

In 2024, AirDNA reported 237 short term rentals in Redmond:

- This number of short-term rentals represents 0.6% of Redmond’s housing units: 237 of 35,800 units.
- Of the 237 short-term rentals in Redmond, 163 use the entire dwelling (home or unit), measuring approximately 0.4% of the City’s housing units.

The following describes current conditions and recommended amendments to regulations and standard operations concerning Short Term Rentals.

| Topic | Current Conditions | Rationale | Recommendation |
|---------------------|---|---|--|
| 1. Business License | RMC 5.04.130 Exemptions: exempts apartments, condominiums, residential rentals, and leasing activities from obtaining a Redmond business license when involving not more than four residential units at any one location. | Short term rentals are exempt from obtaining a Redmond business license and any fees inadvertently paid must be refunded. Refunding fees takes a significant amount of time and a relationship with the city is not established. | Require one business license for operators of mixed-use or multifamily developments that include short-term rentals. Require one business license per separately addressed short-term rental unit in other forms of development such as an accessory dwelling unit or single-family home. |
| 2. Communication | No requirement. | RCW 64.37.030 Consumer Safety requires owner contact and emergency services information to be available to occupants. | Provide a Short-Term Rental Guide that educates the owner or operator regarding consumer safety requirements. |

| | | | |
|---------------|--|---|---|
| | | | Include in the Guide “good neighbor” practices and communication recommendations. |
| 3. Registry | No registry. | A technical guide, produced by HUD Thriving Communities Technical Assistance Program, recommends establishing and maintaining a rental register for the city to monitor landlord-tenant relations, property standards, and for communications with landlords such as for education and resources involving energy-efficiency, workshops, and state legislation. | Coordinate a Short-Term Rental registry with business licensing. For rentals exempt from business license, establish and maintain communication with owners through periodic outreach and an annual business sector meeting. |
| 4. Inspection | Building inspection for certificate of occupancy. | Some jurisdictions such as Seattle require a safety inspection for units when the owner resides elsewhere. RCW 64.37.030 authorizes cities and counties to respond to compliance violations. | When necessary, based on complaint, provide inspection of building and site in addition to protocols set forth by RCW 64.37.030 Consumer Safety. |
| 5. Violations | Structures must comply with code standards in place at time of construction. | RCW 64.37.030 Consumer Safety: a new chapter (2019) regarding communication, | Reference the RCW chapter in RMC Chapter 5.04 General Business Regulations and in |

| | | | |
|--|--|--|------------------------------|
| | | building code compliance, and life-safe requirements. City and counties authorized for response to violations. | the Short-Term Rental Guide. |
|--|--|--|------------------------------|

Report Attachments

- A. Amendments to Redmond Municipal Code Chapter 5.04 General Business Regulations concerning updates to Short-Term Rental regulations.
- B. Short-Term Rental Guide

Chapter 5.04 GENERAL BUSINESS REGULATIONS

Sections:

- 5.04.010 Purpose.
- 5.04.020 Scope.
- 5.04.030 Definitions.
- 5.04.040 Business license required.
- 5.04.045 Master event business license.
- 5.04.050 Finance Director as license officer.
- 5.04.060 Qualifications of applicants.
- 5.04.070 Procedures for issuance of license.
- 5.04.080 Fees – Payment.
- 5.04.084 Employees provided by a temporary employment service agency.
- 5.04.085 Penalty for late payment – Interest.
- 5.04.090 Display of license – Renewal – Transfer.
- 5.04.100 Notification of exemption or termination of business activities.
- 5.04.110 Operating without a license.
- 5.04.120 License fee additional to others imposed.
- 5.04.130 Exemptions.
- 5.04.140 Criteria for denial, suspension or revocation of license.
- 5.04.150 Request for hearing.
- 5.04.160 Penalties.

Prior legislation: Ords. 1815, 1752, 1662, 1592, 1483, 1480, 1403, 1275, 1229, 1209, 1111, 1040, 1029, 1019, 815, 734, 246.

5.04.010 Purpose.

The provisions of this chapter shall be deemed an exercise of the power of the City to license for revenue and for regulation. (Ord. 2546 § 2 (part), 2010: Ord. 2238 § 1 (part), 2004: Ord. 1924 § 1, 1996).

5.04.020 Scope.

All persons engaging in a business or occupation within the limits of the City as hereinafter defined shall be subject to the provisions of this title. The finance director shall be responsible for enforcing the provisions of this title. (Ord. 2546 § 2 (part), 2010: Ord. 2238 § 1 (part), 2004: Ord. 1924 § 1, 1996).

5.04.030 Definitions.

Where used in this chapter or title, the following words and terms shall have the meanings as defined in this section, unless, from the context, a more limited or different meaning is clearly defined or apparent:

“Business” includes all activities, occupations, pursuits, or professions located or engaged within the City with the object of gain, benefit or advantage to the person engaging in the same, or to any other person or class, directly or indirectly;

“Business license” is that document approved by the City for issuance, providing proof of licensing the transaction of business within the City by the person whose name appears thereon for the stated license period. For the purpose of this chapter, an original or officially issued duplicate of the document constitutes a valid “business license” for every purpose;

“Business Licensing Service” or “BLS” means the office within the Washington State Department of Revenue providing business licensing services to the City;

“City” means the City of Redmond, Washington;

“Employee” means any person who performs work, labor, or services for a business and is on the business’ payroll. For the purpose of this chapter, the term “employee” also includes all full-time, part-time, seasonal, limited duration and other workers on the business’ payroll, and self-employed persons, sole proprietors, owners, managers, partners, any family members working at the business, and any officers, agents or personal representatives acting in a fiduciary capacity;

Engaging in Business.

1. The term “engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
2. This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of “engaging in business” in subsection 1 of this definition. If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.
3. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license:
 - a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.
 - b. Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment in the City.

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- c. Soliciting sales.
 - d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
 - e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
 - f. Installing, constructing, or supervising installation or construction of real or tangible personal property.
 - g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
 - h. Collecting current or delinquent accounts.
 - i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
 - j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
 - k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
 - l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
 - m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.
 - n. Investigating, resolving, or otherwise assisting in resolving customer complaints.
 - o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
 - p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

4. The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts;

“Finance Director” or “Director” means the City of Redmond Finance Director or his/her designee;

“Long-Term” refers to rentals of dwelling units or a portion thereof that is used by the same person for thirty or more consecutive nights.

“Person” includes the singular and the plural and also means and includes any person, firm, corporation, association, club, partnership, independent contractor, society or any group of individuals acting as a unit; and

“Short-Term Rental”, means the same as set forth by RCW 64.37.010 Short-Term Rentals, Definitions, and hereafter amended.

“Year” means a calendar year. (Ord. 3033 § 3, 2021; Ord. 2940 § 2, 2018; Ord. 2546 § 2 (part), 2010; Ord. 2238 § 1 (part), 2004; Ord. 2003 § 1, 1998; Ord. 1924 § 1, 1996).

5.04.040 Business license required.

A. No person may engage in any business within the City without first having obtained and being the holder of a valid and subsisting license to engage in such business, to be known as a “business license,” and without paying the City business license fee imposed by this chapter.

1. Business entities utilizing independent contractors shall provide the Finance Director with a list of independent contractors, including names, addresses, telephone numbers, and the nature of the goods or services provided to or on behalf of the business entity.

B. Persons or companies doing business in the City of Redmond must comply with this chapter regardless of the physical location of the business (i.e., whether located inside, or entering the City from a location outside Redmond City limits). If entering the City from outside City limits, an original or officially issued duplicate City license must be obtained for use at each location in the City where business is transacted concurrently. A person located inside City limits must obtain a separate original license issued specifically for each separate physical location.

C. A person operating multiple business entities, such as when having more than one Unified Business Identifier assigned, must obtain a separate business license for each separate business location in the City of each such separate business entity.

D. One business license must be obtained for a person or entity operating one or more short-term rentals in a multifamily or mixed-use development. An individual or entity operating one or more short-term rentals in other forms of development must obtain one business license for every individually addressed short-term rental unit.

(Ord. 3033 § 4, 2021; Ord. 2839 § 2, 2016; Ord. 2605 § 2, 2011; Ord. 2546 § 2 (part), 2010; Ord. 2238 § 1 (part), 2004; Ord. 1924 § 1, 1996).

5.04.045 Master event business license.

A. Any person organizing, promoting, sponsoring, or conducting any arts or crafts fair, farmer’s market, trade show, or other similar event which:

1. Does not exceed seven days in duration and does not occur more than once in any calendar year; or

2. Does not exceed two days in duration during any calendar week and does not operate for more than six months in any calendar year, at which multiple dealers or vendors will be present selling goods or services at a single location, may obtain a master event business license directly from the City, as provided in this section. The master event business license shall cover all dealers and

vendors involved in the event and individual dealers and vendors participating in the event shall not be required to obtain separate business licenses in connection with their participation.

B. The City may also obtain a master event business license for the following City-sponsored community events for which an admission fee is charged: Friday performance arts events, summer music series, Special Monthly Events at the Redmond Senior Center, the father/daughter dance, the mother/daughter tea, Big Truck Day, Redmond Senior Center Talent Shows, and the Spring/Fall Farm School Activities. Additional City-sponsored community events for which an admission fee is charged may be added to this list with approval of the event-sponsoring department and the Finance Director.

C. Applicants for a master event business license shall be required to meet all requirements of this chapter for issuance of a business license and shall be required to pay all fees and taxes imposed by this chapter on behalf of themselves and all dealers and vendors covered by the master event business license.

D. Holders of master event business licenses shall be required to provide the Finance Director with a list of all participating dealers and vendors at least 10 days prior to the event. The list shall include the dealer or vendor's name, address, telephone number, and State UBI number. Only those dealers and vendors set forth on the list are covered under the master event business license.

E. Nothing in this section is intended to prevent the City from requiring other permits or approvals in connection with an event covered by this section, including but not limited to any necessary building and zoning approvals, and any necessary right-of-way use permits. (Ord. 3033 § 5, 2021; Ord. 2940 § 3, 2018; Ord. 2770 § 2, 2014; Ord. 2605 § 3, 2011).

5.04.050 Finance Director as license officer.

A. The Finance Director must ensure all license fees are collected properly, and will approve issuance of licenses in the name of the City to all persons qualified under the provisions of this chapter and has the authority to:

1. *Adopt Forms.* Adopt the City's application, license, renewal, annual return, and all other necessary or convenient forms, other than those utilized by the Business Licensing Service, and prescribe the information to be provided on such forms maintained by the City. Such information required on the City maintained forms shall include, but not be limited to, the name of the applicant, ~~his or her~~ **their** residence address, date of birth, place of business, the nature of the business, the form of ownership, the names of all officers of the business, the UBI number (if applicable), and the number of employees;
2. *Obtain Endorsement.* Submit the information from applications, when deemed appropriate, to other City officials for their endorsements thereon as to compliance by the applicant with all City regulations which the officials have the duty of enforcing;
3. *Investigate.* Investigate and determine the eligibility of any applicant for a license as prescribed herein;
4. *Examine Records.* Examine and audit the books and records of any applicant or licensee when reasonably necessary to the administration and enforcement of this chapter. The records of a business, including but not limited to Federal and State tax returns and invoices, shall be open for

examination by the Finance Director or authorized agent at any time to the extent not prohibited by law;

5. *Give Notice.* Notify any applicant of the acceptance or rejection of the application;
6. *Regulate Form of Licenses.* Ensure that each license issued directly from the City is numbered, and shows the name of the licensee, business address and the character of the business authorized to be transacted. (Ord. 3033 § 6, 2021; Ord. 2546 § 2 (part), 2010; Ord. 2238 § 1 (part), 2004; Ord. 2003 § 2, 1998; Ord. 1924 § 1, 1996).

5.04.060 Qualifications of applicants.

A. *Standards to Be Applied.* The Finance Director may base the decision to approve or deny the issuance of a license upon the following criteria:

1. *Applicant History.* All violations of City regulations or convictions within the 10 years immediately preceding application, which directly relate to the operation of the applicant's current proposed business;
2. *License History.* Whether such applicant previously operated in this or another jurisdiction under a license that was subsequently revoked or suspended; the reasons therefor, and the demeanor of the applicant subsequent to such action;
3. *No Obligation to City.* Except as otherwise provided in this chapter, applicants may not be in default under the provisions of this chapter or indebted or obligated in any manner to the City, except for current taxes and other obligations not past due;
4. *Compliance with City Regulations.* The proposed use of any premises may not be in violation of any City building, safety, fire, health or land use regulations as determined by the City department charged with the enforcement of said regulations. (Ord. 3033 § 7, 2021; Ord. 2546 § 2 (part), 2010; Ord. 2238 § 1 (part), 2004; Ord. 1924 § 1, 1996).

5.04.070 Procedures for issuance of license.

A. *Formal Application Required.* Every person required to procure a City business license under the provisions of this chapter must submit an application for such license to the Business Licensing Service. The application must include all information required for all licenses requested, the total fees due for all licenses, and the application handling fee required by RCW 19.02.075.

1. The City Finance Director will determine whether the application may be approved for license issuance.
2. An incomplete application for a business license will be deemed abandoned 120 days after the date of submittal, and be administratively withdrawn, unless such application has in the interim been pursued in good faith to be completed. Applicants who have had their application administratively withdrawn will forfeit a minimum of \$153.00 in 2025 of the new application fee submitted.

B. *Commencement of Business Activities.* No person is entitled or authorized to engage in business within the City until such time as the Finance Director has approved the issuance of a business license pursuant to the terms of this chapter. The mere acceptance of a business license application

by the City does not grant any right or privilege under this chapter, except as otherwise provided by law.

C. *Burden on Applicant.* The Finance Director, or other designated officer or service, is authorized, but not required, to mail to persons engaging in business forms for applications and/or renewals for licenses. Failure of the person to receive any such form does not excuse the person from making application for and securing the license required by this chapter.

D. *New License Applications Meet the Requirement for Hazardous Materials Questionnaire Submittal.* Applications for new business licenses, including home businesses, and mobile businesses proposed to operate within the boundaries of Critical Aquifer Recharge Area I and II, must be reviewed by the City of Redmond Director of Public Works, or ~~his or her~~**their** designee, for regulatory status related to hazardous materials handling and may require submittal of additional information related to hazardous materials handling. Applications for business license renewals may require submittal of additional information related to hazardous materials handling, by the City of Redmond Director of Public Works, or ~~his or her~~**their** designee, in accordance with the requirements under RMC Chapter 13.07, Wellhead Protection. (Ord. 3192 § 2, 2024; Ord. 3131 § 2, 2023; Ord. 3107 § 2, 2022; Ord. 3033 § 8, 2021; Ord. 3025 § 2, 2020; Ord. 2940 § 4, 2018; Ord. 2862 § 2 (part), 2016; Ord. 2770 § 3, 2014; Ord. 2667 § 1, 2012; Ord. 2546 § 2 (part), 2010; Ord. 2269 § 1, 2005; Ord. 2238 § 1 (part), 2004; Ord. 2180 § 1 (part), 2003; Ord. 1924 § 1, 1996).

E. Short-Term Rental Supplemental Submittal Material. Applications for new and renewal business licenses of short-term rental businesses must provide for review by the City of Redmond Director of Planning and Community Development, or their designee, an original copy of the City of Redmond Short Term Rental Safety Checklist including the signature(s) of the respective property owner of the short-term rental establishment. Violations of this subsection are identified under section RCW 64.37.030, Consumer Safety, and hereafter amended, in addition to chapter RMC 1.14 Enforcement and Penalties.

5.04.080 Fees – Payment.

A. *Reporting by Hours Method.* The annual business license fee in 2025 is calculated by determining the number of employee hours (1,920 hours) worked in the City of Redmond in the previous year and multiplying that figure by \$0.079688 in 2025. The resulting dollar amount must be rounded to the nearest cent. The City shall allocate \$66.00 out of each \$153.00 received to the general fund and \$87.00 out of each \$153.00 received to transportation capital improvements or transportation demand management projects in 2025.

1. *Repealed.*

2. *Repealed.*

3. Annual employee hours are calculated based on the sum of the four quarterly reports submitted to the Washington State Department of Labor and Industries for the previous year.

4. It is the responsibility of the employer to determine the number of hours worked within the City from these reports. Businesses that did not file quarterly reports with the Washington State Department of Labor and Industries must determine the number of hours worked within the City and demonstrate, if required, to the satisfaction of the Finance Director, that the number of employee hours worked is correct.

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5. Employers without a full year history must estimate the number of employee hours that will be worked in the current year.
 6. *Repealed.*
 7. *Repealed.*
 - B. *Repealed.*
 - C. If at any time during the year it appears that the number of employee hours worked was under-reported at the time of application or renewal, an additional license fee and a penalty on the additional license fee is due. The penalty is equal to 20 percent per annum of the additional fee, plus any accounting, legal, or administrative expenses incurred by the City in determining the under-reporting or in collecting the tax and penalty.
 - D. The license fee for a business required to be licensed under this chapter and not located within the City's corporate limits is also calculated based upon the number of employee hours who worked within the City, as described in subsection A of this section, but in no event may the license fee due be stated as less than the minimum fee set forth in subsection F of this section.
 - E. Businesses doing business in the City that have no employees physically working within the City must pay the minimum license fee required under this chapter.
 - F. The minimum fee for any license issued under this chapter is \$153.00 in 2025.
 1. *Exemptions.* The following entities may claim an exemption from the City's license application and renewal fees, but if so exempt under this subsection such entities must still register and obtain a City business license under this chapter, unless otherwise indicated.
 - a. Any nonprofit entity exempt from taxation under a provision of 26 U.S.C. § 501(c), provided they submit a copy of their Internal Revenue Service tax exemption status determination letter.
 - b. Governmental entities that engage solely in activities which are not exclusively governmental, such as some activities of a hospital or medical clinic.
 - c. A nonprofit organization operated exclusively for a religious purpose and deemed by the Internal Revenue Service as exempt from Federal taxation under 26 U.S.C. § 501(c)(3), even without the issuance of a tax exemption determination letter, is fully exempt from all requirements of this chapter. Such a religious organization conducting any actual commercial business activity beyond their core religious purpose is fully liable for complying with all licensing requirements of this chapter for such other business activities.
 - d. Civic groups, service clubs, and social organizations that are not engaged in any profession, trade, or occupation, but are organized to provide civic, service or social activities in the City. Examples of such organizations may include but are not limited to: Soroptimists; Kiwanis; Lions; Rotary; American Legion; children's and adults' athletic organizations; and similar types of groups, clubs or organizations.
 - e. For purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the City is equal to or less than \$2,000 and who does not maintain a place of business within the City, shall submit a business license registration to the Director or designee, but be exempt from the City license fee therefor. The

threshold does not apply to regulatory license requirements or activities that require a specialized permit.

G. The annual license fee is due on or before the license expiration date.

H. A licensee may request that the City refund that portion of the annual business license overpaid on the basis that the business miscounted the number of employee hours worked. The request must be in writing and the City must receive the request and all supporting payroll documentation no later than sixty (60) days after the end of the licensee's fiscal year in which the error was made. If the Finance Director is satisfied that the business paid an excess business license fee, then the City will refund the excess fee paid by the business during either the current license year or no further than one prior license year past.

I. Payment made directly to the City by check shall not be deemed a payment of the fee unless and until the same has been honored in the usual course of business, nor shall acceptance of any such check operate as an acquittance or discharge of the fee unless and until the check is honored. Any person who submits a business license fee payment by check to the City pursuant to the provisions of this chapter shall be assessed a NSF fee set by the Finance Director if the check is returned unpaid by a bank or other financial institution for insufficient funds in the account or for any other reason. Payment by check submitted to the Business Licensing Service will be subject to applicable rules adopted by the Washington State Department of Revenue.

J. If any person required by the terms and provisions of this chapter to pay a license fee for any period fails or refuses to do so, the person shall not be granted a license for the current period until the delinquent license fee, together with penalties, has been paid in full. Any license fee due and unpaid under this chapter and any penalties thereon shall constitute a debt to the City and may be collected in court proceedings in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 3192 § 3, 2024; Ord. 3131 § 3, 2023; Ord. 3107 § 3, 2022; Ord. 3033 § 9, 2021; Ord. 3025 § 2, 2020; Ord. 2940 § 5, 2018; Ord. 2862 § 2 (part), 2016; Ord. 2839 § 3, 2016; Ord. 2770 § 4, 2014; Ord. 2667 § 2, 2012; Ord. 2567 § 2, 2010; Ord. 2546 § 2 (part), 2010; Ord. 2318 § 1, 2006; Ord. 2238 § 1 (part), 2004; Ord. 2088 § 1, 2000; Ord. 2003 § 3, 1998; Ord. 1953 § 1, 1997; Ord. 1924 § 1, 1996).

5.04.084 Employees provided by a temporary employment service agency.

A. The following provisions shall apply to businesses engaged in the practice of providing temporary employees or workers ("temporary agencies") to businesses located within the City and to businesses located within the City which utilize the services of such employees or workers:

1. Temporary agencies located within the City shall include all temporary employees and workers placed with businesses located within the City in calculating the number of employee hours worked in addition to employees described under RMC 5.04.030 (definition of "employee");
2. Temporary agencies located outside the City which place temporary employees or workers with businesses located within the City shall include all such temporary employees and workers in calculating the number of hours worked by their employees;
3. Businesses located within the City which utilize temporary employees or workers provided by a temporary agency shall not include the temporary employees or workers in calculating the number of their employee hours;

4. Temporary agencies placing temporary employees and workers within the City shall calculate the number of hours worked by such employees and workers in the manner provided by RMC 5.04.080.A;

5. In addition to submitting an initial business license application or subsequent renewal application to the Business Licensing Service, all businesses located within the City which use temporary employees or workers furnished by a temporary agency must separately report directly to the City Finance Director the number of employee hours worked by such temporary staff using the formula set forth in RMC 5.04.080.A and further indicate the names and addresses of the temporary agencies furnishing said employees or workers. Failure to so report the number of hours worked by temporary employees or workers or the names and addresses of the agencies furnishing said employees or workers will result in the City imposing a penalty equal to 10 percent of the company's total business license fee. In addition, failure to report may result in revocation, suspension, or denial of the business license. (Ord. 3033 § 10, 2021; Ord. 2546 § 2 (part), 2010; Ord. 2238 § 1 (part), 2004; Ord. 2088 § 2, 2000; Ord. 2003 § 4, 1998).

5.04.085 Penalty for late payment – Interest.

A. For each payment due, if such payment is not made by the due date, the City will impose its own set of penalties, in addition to those provided for in RMC 5.04.090, as follows:

1. Fifty percent of the total license fee due for any payment or portion thereof that is received or postmarked after license expiration.

B. The Finance Director is authorized, but not obligated, to waive all or any portion of the City imposed penalties and interest provided herein in the event that the Director determines that the late payment was the result of excusable neglect or extreme hardship. (Ord. 3033 § 11, 2021; Ord. 2546 § 2 (part), 2010; Ord. 2238 § 1 (part), 2004; Ord. 1924 § 1, 1996).

5.04.090 Display of license – Renewal – Transfer.

A. *Display of License.* Every license granted under this chapter must be posted in a conspicuous place in the place of business of the licensee for which it was issued. No person may allow any license to remain posted, displayed, or used after the period for which it was issued has expired, or when it has been suspended or revoked, or for any other reason has become ineffective.

B. *Renewal.* Each license expires on the date established by the Business Licensing Service (BLS), and must be renewed on or before that date in order to continue engaging in business in the City under that license.

1. The application to renew a license must be submitted to BLS, and must include all information required to renew each license involved, the total fees due for all licenses, and the renewal application handling fee required by RCW 19.02.075.

2. The license term and respective fee amount may be prorated as necessary to synchronize the license expiration with the expiration of the business license account maintained by BLS.

3. Failure to complete the renewal by the license expiration will incur the late renewal penalty required by RCW 19.02.085 in addition to all other fees due.

4. Failure to complete the renewal of the license within 120 days after the license expiration will result in the cancellation of the license, and will require submitting a new application as provided by this chapter to continue engaging in business in the City.

C. *Nontransferability.* Any license issued under and by virtue of the provisions of this chapter is personal and nontransferable. A person may not allow another person to engage in business in the City under their license, and no person may engage in business in the City under another person's license.

D. *New Location Desired.* A licensee may change the location of the licensed business, provided the Business Licensing Service is notified sufficiently prior to the change to allow the City to review and approve the change. Business may not commence at the new location until the change is approved by the City. A change of location may require the submission of a new application, as provided for in this chapter.

E. *Repealed by Ord. 2839.*

F. *Change in Ownership.* In the event of the sale of a business, the new owner must obtain their own license for the business, as provided for in this chapter. The new owner may not commence business in the City under the acquired business until the issuance of the business license. (Ord. 3033 § 12, 2021; Ord. 2839 § 4, 2016; Ord. 2546 § 2 (part), 2010; Ord. 2238 § 1 (part), 2004; Ord. 1924 § 1, 1996).

5.04.100 Notification of exemption or termination of business activities.

A. Every person who has obtained a business license required by this chapter and who thereafter ceases to engage in business within the City shall, prior to the end of the calendar year during which business operations have been terminated, must, at least by the current expiration date of the license, notify the Business Licensing Service that business activities have ceased. Any business for which a license has been issued is presumed to continue in operation within the City unless notice of termination of business activities has been given as provided above, and respective penalties may be imposed, and other enforcement proceedings may be commenced based on such presumption.

B. Every person who engages in a business in the City, and which is exempt from all the licensing provisions of this chapter under Federal, State, and/or local laws, must notify the Finance Director in writing of the existence of their business in the City, their exemption from the license requirements, and the basis for that exemption.

C. Any business exempt from the provisions of this chapter or which has terminated its business activities in the City is not entitled to a refund of any portion of the City license fee paid to the City under this chapter. (Ord. 3033 § 13, 2021; Ord. 2546 § 2 (part), 2010; Ord. 2238 § 1 (part), 2004; Ord. 1924 § 1, 1996).

5.04.110 Operating without a license.

Any person who engages in, or carries on, any business subject to the payment of a license fee hereunder without having obtained a business license to do so shall be guilty of a violation of this chapter for each day during which the business is so engaged in or carried on; and any person subject thereto who fails or refuses to pay the license fee, or any part thereof, on or before the due date, shall be deemed to be operating without having obtained a license to do so.

-
- A. Any City of Redmond police officer, any code compliance officer, or other such person designated by the finance director can assist the finance director in enforcing the provisions of Title 5.
- B. Businesses operating without a license are subject to a one hundred (100) percent penalty of the licensing fee due.
- C. The finance director is authorized, but not obligated, to waive all or any portion of the penalties provided herein in the event that the finance director determines that operating without a license was due to excusable neglect or extreme hardship. (Ord. 2546 § 2 (part), 2010: Ord. 2238 § 1 (part), 2004: Ord. 1924 § 1, 1996).

5.04.120 License fee additional to others imposed.

The license fee levied in this chapter shall be additional to any license fee or tax imposed or levied under the law or any other ordinance of the City except as expressly provided herein. (Ord. 2546 § 2 (part), 2010: Ord. 2238 § 1 (part), 2004: Ord. 1924 § 1, 1996).

5.04.130 Exemptions.

- A. The provisions of this chapter shall not apply to:
1. Any instrumentality of the United States, the State of Washington, or political subdivision thereof with respect to the exercise of governmental functions;
 2. Any farmer, gardener, or other person who sells, delivers or peddles any fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meat or any farm produce or edibles raised, caught, produced or manufactured by such person in the State;
 3. *Repealed by Ord. 2546;*
 4. Any **long-term rental of an** apartment or condominium, residential rental or leasing activity which does not involve more than four residential units at any one location within the City; provided, that if any such single rental property includes five or more separate dwelling units **or is a short-term rental**, the person offering such a property for rent must obtain a business license as otherwise required by this chapter;
 5. Any insurance producer who represents insurance companies or sells insurance to the public and is properly licensed by the State;
 6. Newspaper carriers under the age of 18;
 7. Any person, business, enterprise, firm, or corporation which the City is forbidden to license or tax under State or Federal law;
 8. Businesses that do not engage in other business activities within the City limits but are merely complying with destination-based sourcing rules as outlined in the National Streamlined Sales Tax (SST) Agreement; or
 9. Community special events that are sponsored by the City and that are open to the public without the payment of an admission fee are exempt from the requirement to obtain a business license. In addition, no business license shall be required for dealers, vendors, entertainers, instructors, and

others with whom the City or any co-sponsor contracts to provide goods or services at the event. As used in this subsection, “community special event” means the following events sponsored or co-sponsored by the City: Derby Days, Redmond Lights, Health Fair, Redmond Bike Bash, City of Redmond Poet Laureate, So Bazaar Night Market, Artist-in-Residence, Welcoming Week and the Redmond Senior Center Outdoor Music Series.

Additional City-sponsored community special events that are open to the public without the payment of an admission fee may be added to this list with approval of the event-sponsoring department and the Finance Director. The City Council will be notified of changes to the list of free City-sponsored community events.

10. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person’s behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license:
- a. Meeting with suppliers of goods and services as a customer.
 - b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
 - c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of directors member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
 - d. Renting tangible or intangible property as a customer when the property is not used in the City.
 - e. Attending, but not participating in a “trade show” or “multiple vendor events.” Persons participating at a trade show shall review the City’s trade show or multiple vendor event ordinances.
 - f. Conducting advertising through the mail.
 - g. Soliciting sales by phone from a location outside the City.

11. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the City. Such activities do not include those in subsection A.10 of this section. (Ord. 3033 § 14, 2021; Ord. 2940 § 6, 2018; Ord. 2770 § 5, 2014; Ord. 2605 § 4, 2011; Ord. 2546 § 2 (part), 2010; Ord. 2401 § 4, 2008; Ord. 2238 § 1 (part), 2004; Ord. 1953 § 2, 1997; Ord. 1924 § 1, 1996).

5.04.140 Criteria for denial, suspension or revocation of license.

A. The Finance Director may deny issuance of a business license to any applicant or suspend or revoke any and all business licenses of any holder when such person, or any other person with any interest in the application or license:

1. Knowingly violates or knowingly causes, aids, abets, or conspires with another to cause any person to violate any State, Federal, or City law which may affect or relate to the applicant or license holder’s business, except for Federal statutes, rules and regulations relating to cannabis that are in conflict with State law, as long as the applicant or person with interest in the application has a current State license to operate a cannabis facility;

2. Has obtained a license or permit by fraud, misrepresentation, concealment, or through inadvertence or mistake;
3. Is or has been convicted of, forfeits bond upon, or pleads guilty to any felony offenses directly related to the operation of the applicant's or license holder's business unless the offense relates to cannabis and the applicant has a current State license to operate a cannabis facility;
4. Makes a misrepresentation or fails to disclose a material fact to the City related to any of the obligations set forth in this chapter;
5. Violates any building, safety, fire or health regulation on the premises in which the business is located after receiving warning from the City to refrain from such violations;
6. Is in violation of a zoning regulation of the City;
7. Is indebted or obligated to the City for past due taxes excluding special assessments such as LID assessments;
8. Fails to maintain the license in good standing status with the City. (Ord. 3150 § 2, 2024; Ord. 3033 § 15, 2021; Ord. 2744 § 2, 2014; Ord. 2605 § 5, 2011; Ord. 2546 § 2 (part), 2010; Ord. 2238 § 1 (part), 2004; Ord. 1924 § 1, 1996).

5.04.150 Request for hearing.

A. *Notification of Suspension, Revocation, or Denial.* When the finance director determines that there is cause for denying, suspending or revoking any license issued pursuant to this chapter, the director shall notify the applicant or person holding such license by registered or certified mail, return receipt requested, of the director's decision. Notice mailed to the address on file shall be deemed received three (3) days after mailing. The notice shall specify the grounds for the denial, suspension or revocation. The suspension or revocation shall become effective ten (10) days from the date the notice is delivered or deemed received unless the person affected thereby files a written request with the director for a hearing before the City Hearing Examiner within such ten (10) day period.

B. *Hearing Procedure.* Upon written request as set out above, the Hearing Examiner shall schedule and hold a hearing within thirty (30) days following receipt of such request. During the pendency of the hearing and until action by the City council the action of the director shall be stayed. At the hearing, both the applicant or licensee and the City shall be entitled to present evidence. Upon completion of the hearing, the Hearing Examiner shall make written findings and a recommendation to the City council. At a public meeting, the City council, upon considering the findings and recommendations of the Hearing Examiner, shall, without need for further evidence:

1. Accept the Hearing Examiner's recommendation as presented; or
2. Determine no action is warranted; or
3. Modify the recommended action.

C. *Appeal from City Council.* Appeal from a decision of the City council shall be to the King County Superior Court and must be served and filed within thirty (30) days of the decision of the City council. In the event the applicant or license holder does not follow the procedures within the time periods set forth above, the license of said person shall be denied, suspended or revoked, and that action shall be final.

D. *Return of License Upon Revocation.* Whenever any license issued under this chapter is revoked, the licensee shall immediately return the license to the finance director. (Ord. 2546 § 2 (part), 2010: Ord. 2238 § 1 (part), 2004: Ord. 1924 § 1, 1996).

5.04.160 Penalties.

A. Any person violating or failing to comply with any of the provisions of this chapter shall be guilty of a misdemeanor, and, upon conviction thereof, shall be punished as provided in Section 1.01.110 of the Redmond Municipal Code.

B. In addition to any criminal penalties provided for in (A) above, the finance director may also impose a civil penalty in an amount not to exceed \$1,000 per violation of this title. Any party assessed a civil penalty by the finance director may appeal the finance director's decision on such penalty as provided for in RMC 1.14.120. (Ord. 2546 § 2 (part), 2010: Ord. 2238 § 1 (part), 2004: Ord. 1924 § 1, 1996).

The Redmond Municipal Code is current through Ordinance 3208, passed January 21, 2025.

Disclaimer: The City Clerk's Office has the official version of the Redmond Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: www.redmond.gov

Hosted by General Code.



Redmond Short-Term Rentals

Communication and Information Guide to Providing Short-Term Rentals in the City of Redmond

Thank you for choosing Redmond in which to operate your short-term rental business. We are happy that you are providing these services to the people who visit Redmond. The following is designed to help you prepare information to operate a short-term rental business and to provide tourism information for Redmond and its surroundings.

A. Short-Term Rental and Licensing

Short-term rentals are defined by the Revised Code of Washington (RCW), chapter 64.37 RCW Short-Term Rentals as:

A lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, that is offered or provided to a guest by a short-term rental operator for a fee for fewer than thirty consecutive nights.

To clarify, the RCW also notes that short-term rental does not include any of the following:

- (i) A dwelling unit that is occupied by the owner for at least six months during the calendar year and in which fewer than three rooms are rented at any time;
- (ii) A dwelling unit, or portion thereof, that is used by the same person for thirty or more consecutive nights; or
- (iii) A dwelling unit, or portion thereof, that is operated by an organization or government entity that is registered as a charitable organization with the secretary of state, state of Washington, or is classified by the federal internal revenue service as a public charity or a private foundation, and provides temporary housing to individuals who are being treated for trauma, injury, or disease, or their family members.



If you operate or wish to operate a short-term rental in Redmond, you must obtain a Washington state and a City of Redmond business license.

- One business license is required for **each operator** of short-term rentals located in a multifamily or mixed-use development.
- One business license is required for **each individual short-term rental** located in other forms of development.

The following provide examples of living and renting scenarios with respect to business licensing requirements:

A homeowner who provides an accessory dwelling unit, operated as a short-term rental for seven months of the year, must obtain a Washington state and a City of Redmond business license.

A manager of a mixed-use development, providing four short-term rentals, must obtain a Washington state and a City of Redmond business license.

A homeowner who lives in their home full-time, rents one bedroom and bathroom and shares other portions of their home with the vacationers during three months of the year, does not need to obtain a Washington state or a City of Redmond business license.

For information regarding Redmond’s business licensing, visit redmond.gov/BusinessLicense.

B. Washington State Requirements for Consumer Safety and “Good Neighbor” Recommendations



The state requires consumer safety standards that must be implemented by the owner or operator of the short-term rental. The City of Redmond also provides guidelines that help your customer navigate your home, neighborhood, and the City.

RCW 64.37.030 Consumer Safety requires short-term rental owners and operators to:

- Provide contact information to all short-term rental guests during a guest's stay. The contact must be available to respond to inquiries at the short-term rental during the length of stay;
- Comply with RCW 19.27.530 and any rules adopted by the state building code council regarding the installation of carbon monoxide alarms; and
- Post the following information in a conspicuous place within each dwelling unit used as a short-term rental:
 - (i) The short-term rental street address;
 - (ii) The emergency contact information for summoning police, fire, or emergency medical services;
 - (iii) The floor plan indicating fire exits and escape routes;
 - (iv) The maximum occupancy limits; and
 - (v) The contact information for the operator or designated contact.

The following information can also help your customers be good-neighbors during their stay:

- **Noise:** [Redmond Municipal Code section 9.42.015 Public Disturbance Noises](#) identifies a variety of disturbances noises and notes the hours of 10 p.m. and 8 a.m. as unreasonable for disturbing or interfering with the peace and comfort of others.

- **Parking:** Identify suitable parking spaces and limited-duration parking. Parking and travel information is available at redmond.gov/Transportation.
- **Pet Waste:** Designated pet areas and pet waste management. Visit the [Single-Family and Townhomes - Pet Waste](#) webpage for three easy steps to manage pet waste.
- **General waste management:** The following can be printed and displayed within your short-term rental for easy reference: [Redmond residents all contribute to clean air, water, and the environment](#).
- **Reporting a non-emergency issue:** Use the City of Redmond Request for Service to report non-emergency issues, ask questions, and search a knowledge base, Monday through Friday, from 8 a.m. to 5 p.m., redmond.gov/311.

Consider discussing your short-term rental operations with neighbors. This can help identify additional information to include for your customers' reference.

We also recommend:

- Reviewing the requirements of any applicable Homeowners Association or multifamily management rules before offering your short-term rental for lease.
- Reviewing the effective date of all fire extinguishers and checking smoke alarms. This resource can help you perform these important steps: [Smoke Alarms at Home](#).

You and your customers can find additional information on the New Residents resources webpage at redmond.gov/Welcome.

C. Welcoming and Tourism

As an owner or operator of a short-term rental, we invite you to learn more about Redmond's [Economic Development Strategic Plan](#) and the [Tourism Strategic Plan](#). Learn more about our business and tourism services at [Redmond Economic Development and Tourism](#).



Redmond is a vibrant community where every person is welcomed. Our diversity, active lifestyle, access to nature, and culture of innovation offers experiences that inspire exploration, foster enthusiasm, and leave a lasting impact on all who visit.

[Experience Redmond](#), the City's tourism brand, provides details on where to eat, sip, shop, and plan in Redmond. Contact the [Economic Development staff](#) for information to feature in your short-term rental.



This meeting will be held at the Redmond City Hall (Conference Room 132). Interested members of the public are welcome to join in-person or listen to this meeting by phone at: 206-800-4590; Phone Conference ID: 890 042 728#. All public comments shall be emailed to Jackie Lalor (jlalor@redmond.gov) at least 24 hours before the meeting time. [To view the meeting presentation, click here.](#)

DRAFT MINUTES

Wednesday | July 9, 2025
12:30 - 2:00 p.m.

Prepared by Jackie Lalor, Staff Liaison jlalor@redmond.gov

LTAC Members in Attendance:

- Steve Fields, Council Chair
- George Manojlovic
- Latha Sambamurti
- Kim Saunderson
- Rashed Kanaan

City of Redmond Staff:

- Jackie Lalor, Philly Marsh, Kris Raftis, Kim Dietz
 - Economic Development and Tourism Division
- Nick Roach, Michael Hintze
 - Transportation Planning Division
- Denise Shinoda
 - Finance - Business Licensing
- Ian Lefcourte
 - Planning Principal

Guest Speakers:

- Althea Conyers Achem, Tessah Curtis
 - GreenRubino Public Relations
- Peter Klauser, Huso Paco - Bullseye Creative
 - Bullseye Creative is the Experience Redmond Tourism Marketing Consultant



Meeting started: 12:04 p.m.

Agenda Topics and Discussion:

- City Transportation Team Update
 - An LTAC member asked whether the Transportation team would coordinate the bike storage and shuttle programs.
 - Transportation staff confirmed that these efforts will be coordinated to support the movement of people efficiently and effectively throughout Redmond.
 - An LTAC member inquired about the proposed shuttle service area within Redmond.
 - Transportation staff indicated that the service area would include Downtown Redmond and Education Hill.
 - The shuttle will be an on-demand service and not follow a fixed route.
 - LTAC members did not raise any concerns with moving these projects forward.
- PR Agency - Report Out
 - An LTAC member requested having future influencers highlight easy access to Marymoor via Light Rail.
- Experience Redmond Marketing Update ([Bullseye Creative Presentation](#))
 - An LTAC member asked where the website and social impressions are originating from.
 - Bullseye explained their advertising parameters and confirmed that lodging tax funds are being used to reach audiences located more than 50 miles away, aligning with program goals.
 - An LTAC member expressed gratitude for the continued build up and positive promotion of Redmond.
- Economic Development and Tourism Staff Updates:
 - New Staff Introduction - Kris Raftis
 - World Cup Programming
 - Short term Rentals - Kim Dietz & Denise Shinoda
 - LTAC member expressed interest in addressing challenges with the tight timeline for this project ahead of the 2026 World Cup.
 - Staff acknowledged the compressed timeline and emphasized their focus on legal compliance, education, and relationship-building with the short-term rental industry during this project.
 - Staff also confirmed that the business licensing process is generally quick for existing license holders.
 - 2026 Tourism Grants: Open July 21 - August 11
 - Staff confirmed that a 5:00 p.m. deadline on August 11 has been added to all grant materials, per a 2025 LTAC recommendation and City Council updates.
 - Continued partnership with Woodinville Wine Country (WWC)
 - No concerns were raised by LTAC members about renewing this partnership.

Meeting adjourned: 1:46 p.m.

Summary Report

05 July 2019 - 05 August 2025

Let's Connect Redmond

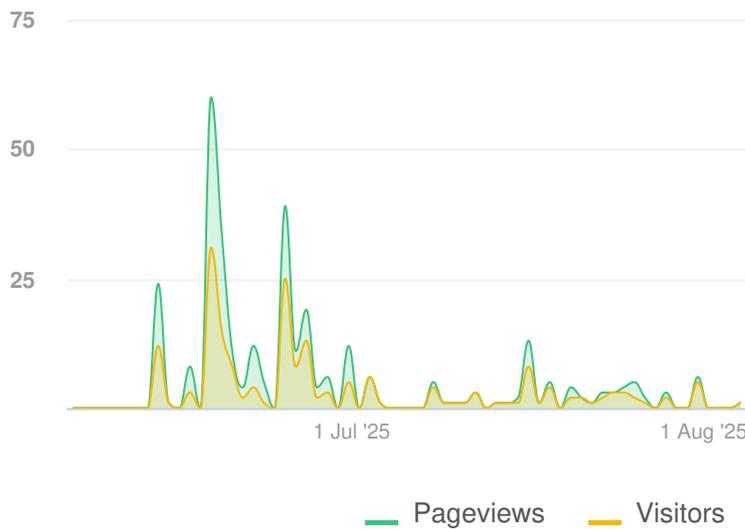
PROJECTS SELECTED: 1

Short-Term Rentals

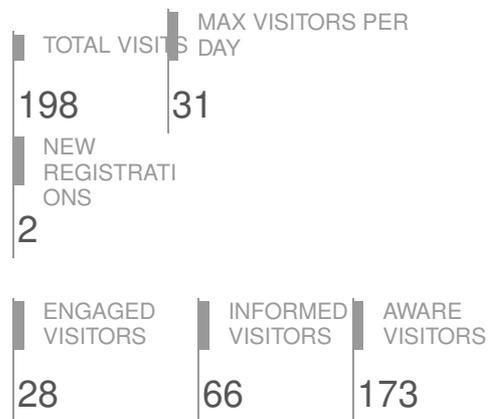
FULL LIST AT THE END OF THE REPORT



Visitors Summary



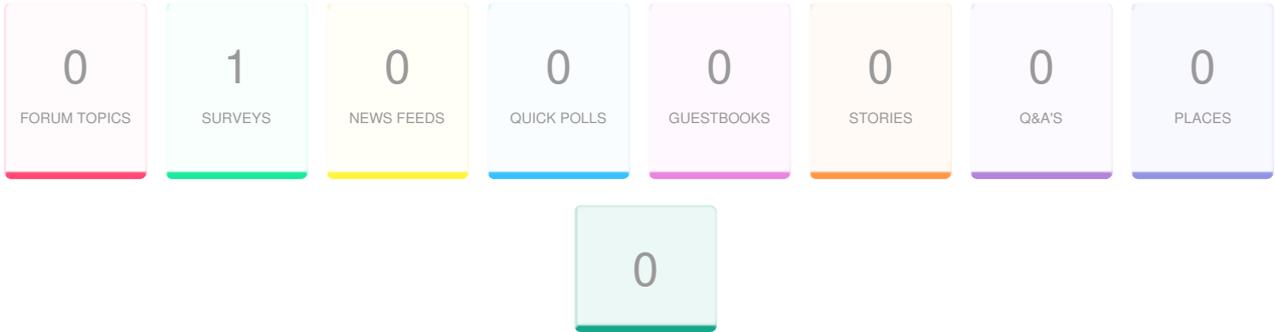
Highlights



PARTICIPANT SUMMARY

| <p>ENGAGED</p> <p>INFORMED</p> <p>AWARE</p> | <p>28 ENGAGED PARTICIPANTS</p> <table border="1"> <thead> <tr> <th></th> <th>Registered</th> <th>Unverified</th> <th>Anonymous</th> </tr> </thead> <tbody> <tr> <td>Contributed on Forums</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Participated in Surveys</td> <td>0</td> <td>0</td> <td>28</td> </tr> <tr> <td>Contributed to Newsfeeds</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Participated in Quick Polls</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Posted on Guestbooks</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Contributed to Stories</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Asked Questions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Placed Pins on Places</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Contributed to Ideas</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table> <p><i>* A single engaged participant can perform multiple actions</i></p> | | Registered | Unverified | Anonymous | Contributed on Forums | 0 | 0 | 0 | Participated in Surveys | 0 | 0 | 28 | Contributed to Newsfeeds | 0 | 0 | 0 | Participated in Quick Polls | 0 | 0 | 0 | Posted on Guestbooks | 0 | 0 | 0 | Contributed to Stories | 0 | 0 | 0 | Asked Questions | 0 | 0 | 0 | Placed Pins on Places | 0 | 0 | 0 | Contributed to Ideas | 0 | 0 | 0 | <p>TOP PROJECTS</p> <table border="1"> <thead> <tr> <th></th> <th>Participants (%)</th> </tr> </thead> <tbody> <tr> <td>Short-Term Rentals</td> <td>28 (16.2%)</td> </tr> </tbody> </table> <p><i>* Calculated as a percentage of total visits to the Project</i></p> | | Participants (%) | Short-Term Rentals | 28 (16.2%) |
|--|---|------------|--------------|---------------------------|-----------|--|---|-----------------------|--------------------|----------------------------|---|--------------------------|----|--------------------------|---|--------------------------------|----|---------------------------------|----|--|---|----------------------|--------------------|------------|---|------------------------|---|---|---|-----------------|---|---|---|-----------------------|---|---|---|----------------------|---|---|---|--|--|------------------|--------------------|------------|
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| Contributed on Forums | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Participated in Surveys | 0 | 0 | 28 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contributed to Newsfeeds | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Participated in Quick Polls | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Posted on Guestbooks | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contributed to Stories | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Asked Questions | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Placed Pins on Places | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contributed to Ideas | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Participants (%) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Short-Term Rentals | 28 (16.2%) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>ENGAGED</p> <p>INFORMED</p> <p>AWARE</p> | <p>66 INFORMED PARTICIPANTS</p> <table border="1"> <thead> <tr> <th></th> <th>Participants</th> </tr> </thead> <tbody> <tr> <td>Viewed a video</td> <td>0</td> </tr> <tr> <td>Viewed a photo</td> <td>0</td> </tr> <tr> <td>Downloaded a document</td> <td>0</td> </tr> <tr> <td>Visited the Key Dates page</td> <td>3</td> </tr> <tr> <td>Visited an FAQ list Page</td> <td>0</td> </tr> <tr> <td>Visited Instagram Page</td> <td>0</td> </tr> <tr> <td>Visited Multiple Project Pages</td> <td>41</td> </tr> <tr> <td>Contributed to a tool (engaged)</td> <td>28</td> </tr> </tbody> </table> <p><i>* A single informed participant can perform multiple actions</i></p> | | Participants | Viewed a video | 0 | Viewed a photo | 0 | Downloaded a document | 0 | Visited the Key Dates page | 3 | Visited an FAQ list Page | 0 | Visited Instagram Page | 0 | Visited Multiple Project Pages | 41 | Contributed to a tool (engaged) | 28 | <p>TOP PROJECTS</p> <table border="1"> <thead> <tr> <th></th> <th>Participants (%)</th> </tr> </thead> <tbody> <tr> <td>Short-Term Rentals</td> <td>66 (38.2%)</td> </tr> </tbody> </table> <p><i>* Calculated as a percentage of total visits to the Project</i></p> | | Participants (%) | Short-Term Rentals | 66 (38.2%) | | | | | | | | | | | | | | | | | | | | | | |
| | Participants | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Viewed a video | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Viewed a photo | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Downloaded a document | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Visited the Key Dates page | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Visited an FAQ list Page | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Visited Instagram Page | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Visited Multiple Project Pages | 41 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contributed to a tool (engaged) | 28 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Participants (%) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Short-Term Rentals | 66 (38.2%) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>ENGAGED</p> <p>INFORMED</p> <p>AWARE</p> | <p>173 AWARE PARTICIPANTS</p> <table border="1"> <thead> <tr> <th></th> <th>Participants</th> </tr> </thead> <tbody> <tr> <td>Visited at least one Page</td> <td>173</td> </tr> </tbody> </table> <p><i>* Aware user could have also performed an Informed or Engaged Action</i></p> | | Participants | Visited at least one Page | 173 | <p>TOP PROJECTS</p> <table border="1"> <thead> <tr> <th></th> <th>Participants</th> </tr> </thead> <tbody> <tr> <td>Short-Term Rentals</td> <td>173</td> </tr> </tbody> </table> <p><i>* Total list of unique visitors to the project</i></p> | | Participants | Short-Term Rentals | 173 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Participants | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Visited at least one Page | 173 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Participants | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Short-Term Rentals | 173 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

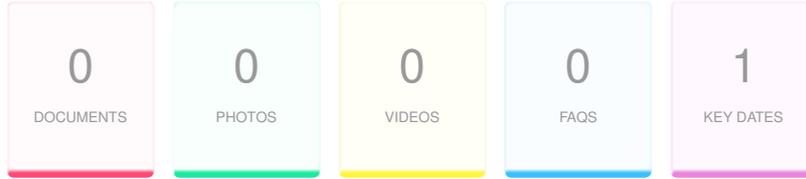
ENGAGEMENT TOOLS SUMMARY



| SURVEYS SUMMARY | |
|-----------------|--------------|
| 1 | Surveys |
| 28 | Contributors |
| 28 | Submissions |

| TOP 3 SURVEYS BASED ON CONTRIBUTORS |
|--|
| <p>28 Contributors to Short-Term Rental Questionnaire</p> |

INFORMATION WIDGET SUMMARY



| KEY DATES | |
|-----------|-----------|
| 1 | Key Dates |
| 3 | Visitors |
| 3 | Views |

| TOP 3 KEY DATES BASED ON VIEWS |
|----------------------------------|
| 3 Views Short-Term Rentals |

TRAFFIC SOURCES OVERVIEW

| REFERRER URL | Visits |
|---------------------------|--------|
| m.facebook.com | 15 |
| www.redmond.gov | 15 |
| lm.facebook.com | 13 |
| l.facebook.com | 11 |
| redmondgov.sharepoint.com | 5 |
| www.google.com | 5 |
| redmond.imeetcentral.com | 1 |
| t.co | 1 |

SELECTED PROJECTS - FULL LIST

| PROJECT TITLE | AWARE | INFORMED | ENGAGED |
|--------------------|-------|----------|---------|
| Short-Term Rentals | 173 | 66 | 28 |

Short-Term Rental Questionnaire

SURVEY RESPONSE REPORT

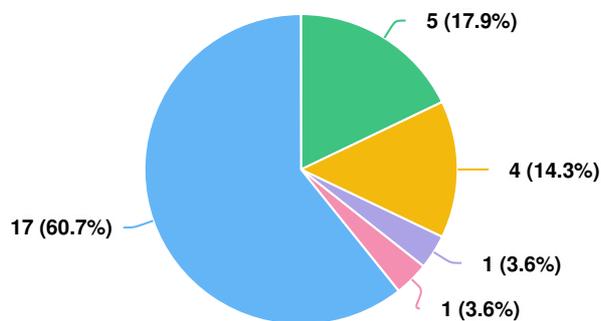
05 July 2019 - 05 August 2025

PROJECT NAME:
Short-Term Rentals



SURVEY QUESTIONS

Q1 | Please indicate which of the following best describes your relationship with short-term rentals.

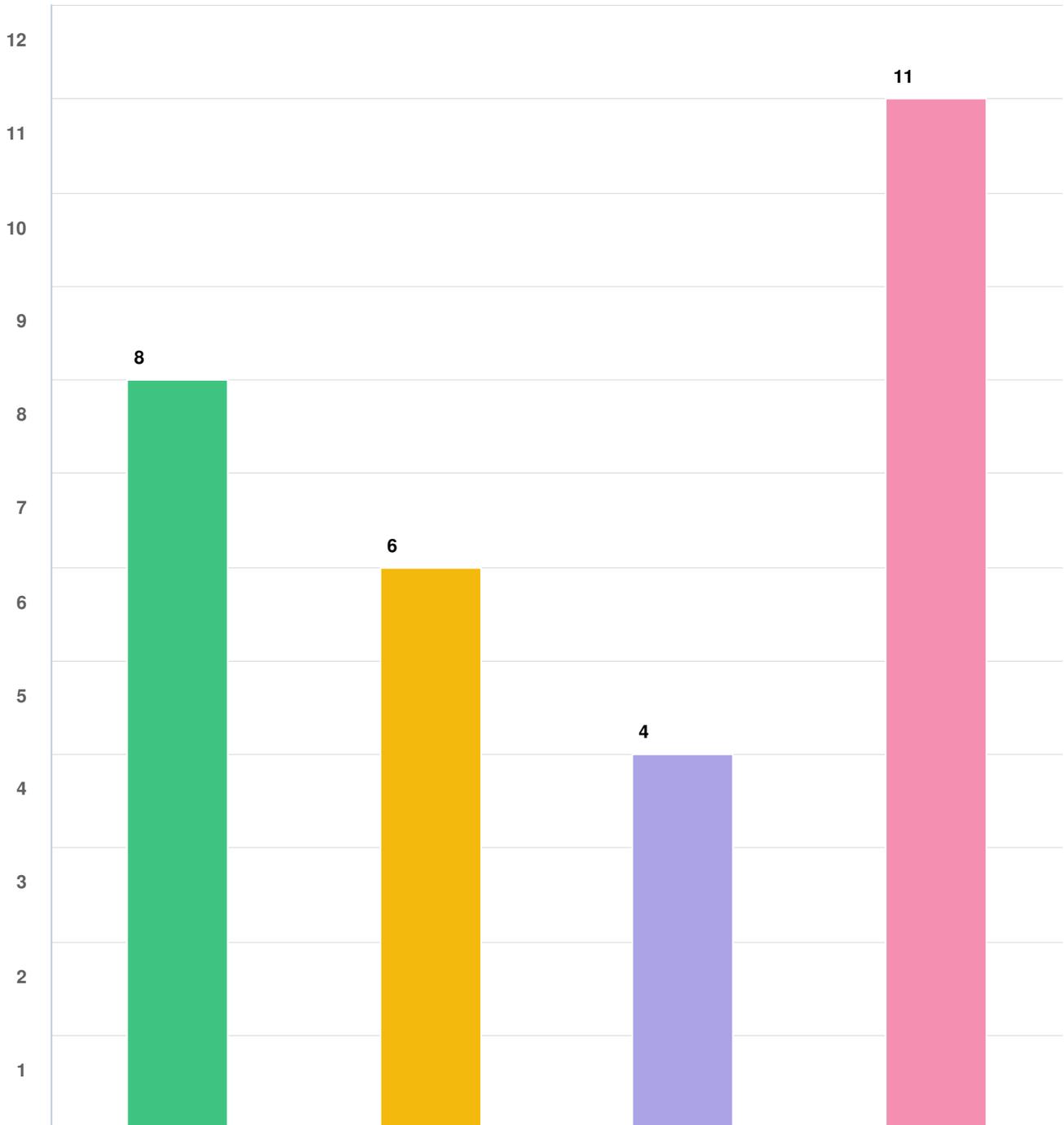


Question options

- I live in Redmond and am interested in operating a short-term rental.
- I live in Redmond and already operate a short-term rental in Redmond.
- I live outside of Redmond and already operate a short-term rental in Redmond.
- I manage short-term rentals in Redmond through my professional role.
- Other (please specify)

Mandatory Question (28 response(s))
Question type: Radio Button Question

Q2 Have you experienced or do you practice good neighbor guidelines for short-term rentals? These guidelines can include communication of the following with renters: Noise controls including quiet hours, volume information, and refraining from disorder...

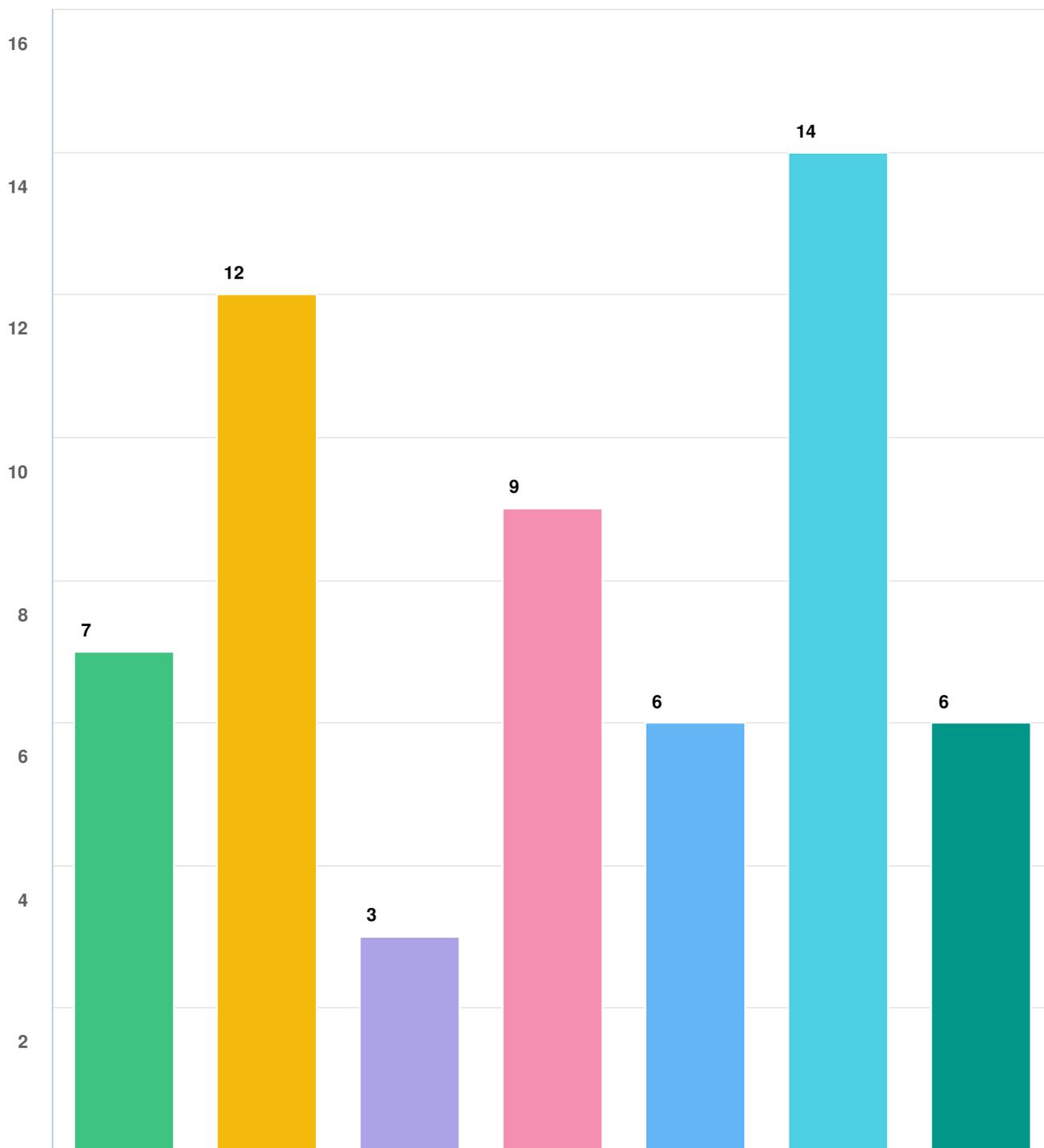


Question options

- I've experienced good neighbor guidelines from my neighbors who operate short-term rentals.
- I practice good neighbor guidelines for my short-term rental.
- I'm not familiar with good neighbor guidelines.
- Other (please specify)

Mandatory Question (28 response(s))
Question type: Checkbox Question

Q3 What issues have you experienced regarding short-term rentals?



Question options

- Parties
 ● Noise
 ● Trespassing
 ● Excessive or misplaced waste
 ● Misconduct
 ● None
 ● Other (please specify)

Mandatory Question (28 response(s))
 Question type: Checkbox Question

Q4 | If you operate short-term rentals, please specify your number of short-term rentals located in Redmond's city limits.

Anonymous 1
6/16/2025 04:05 PM

Anonymous 1
6/16/2025 04:54 PM

Anonymous 1
6/17/2025 11:51 AM

Anonymous 8
6/17/2025 11:58 AM

Anonymous 0
6/17/2025 02:37 PM

Anonymous 0
6/18/2025 06:46 PM

Anonymous 1
6/19/2025 04:05 PM

Anonymous 2
6/27/2025 03:16 PM

Anonymous 01
7/18/2025 09:11 AM

Optional question (9 response(s), 19 skipped)
Question type: Number Question

Q5 | If you wish or plan to operate short-term rentals, please specify the number to be located in Redmond's city limits.

Anonymous 1
6/16/2025 04:05 PM

Anonymous 1
6/16/2025 04:05 PM

Anonymous 10
6/17/2025 11:58 AM

Anonymous 4
6/17/2025 02:37 PM

Anonymous 1
6/18/2025 06:46 PM

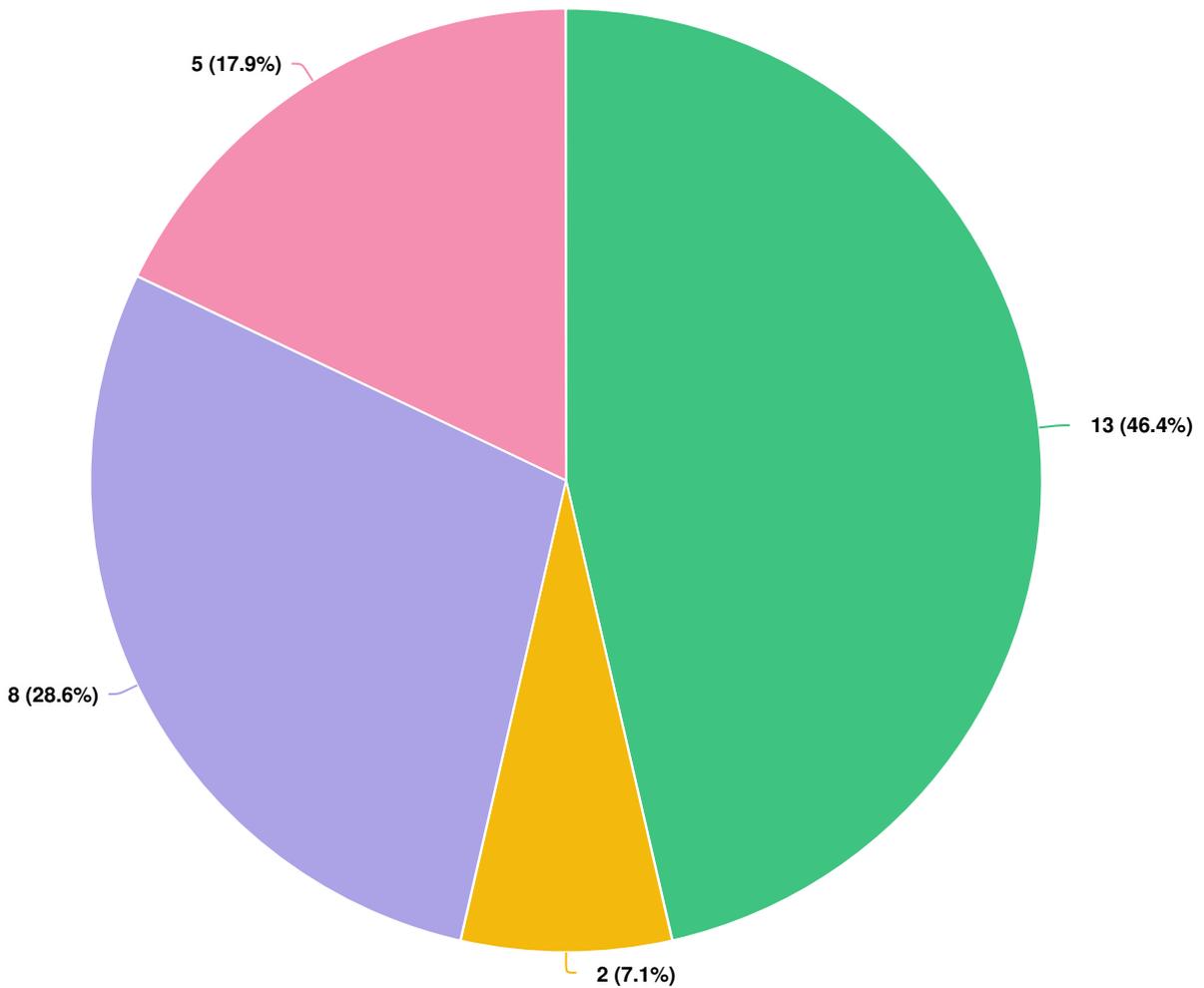
Anonymous 2
6/19/2025 04:05 PM

Anonymous 1
7/18/2025 09:11 AM

Optional question (7 response(s), 21 skipped)

Question type: Number Question

Q6 Indicate your comfort with a requirement for obtaining a City of Redmond business license along with your Washington state business license. For reference, the 2025 fee for a City of Redmond business license is \$153.00. The preliminary proposal incl...



Question options

- Comfortable
- Neither comfortable or discomfortable
- Discomfortable
- Other (please specify)

Mandatory Question (28 response(s))
Question type: Radio Button Question

Q7 | If you indicated discomfort with the proposal for a short-term rental Redmond business license, please describe why you feel this discomfort.

Anonymous

6/16/2025 04:05 PM

The platform already collects from the visitor the taxes which go to the City of Redmond. If I paid you the license fee, what value does that bring to me? I see no value and things have been working fine as they have since 2012.

Anonymous

6/16/2025 07:09 PM

first, use current language. the word should be uncomfortable! lets not tax everyone out of business. spend the monies that you collect in a responsible way and quit the nickel and dime fees!

Anonymous

6/17/2025 11:51 AM

Another tax on the citizens of Redmond is just that, another tax. Rarely will the initial tax that you are suggesting stay at this level. This will be a tax that continues to get bigger and bigger as the years go on. My Airbnb is tiny, leaves a very small footprint, but most of all it helps me to continue to live in an increasingly expensive. But most of all it helps me to continue to live in an increasingly expensive city of Redmond. I have lived here since 1992 and I love my city.

Anonymous

6/17/2025 11:58 AM

I feel this will limit the inventory for tourist to select from.

Anonymous

6/17/2025 11:03 PM

Stop taxing everyone for everything. Plus, cost is too high.

Anonymous

6/18/2025 06:46 PM

I don't see the point of adding another bureaucratic hurdle to business owners. This will also cause administrative bloat on the city side.

Anonymous

6/19/2025 04:05 PM

Another fee for a small business shouldn't happen. I already pay King County

Anonymous

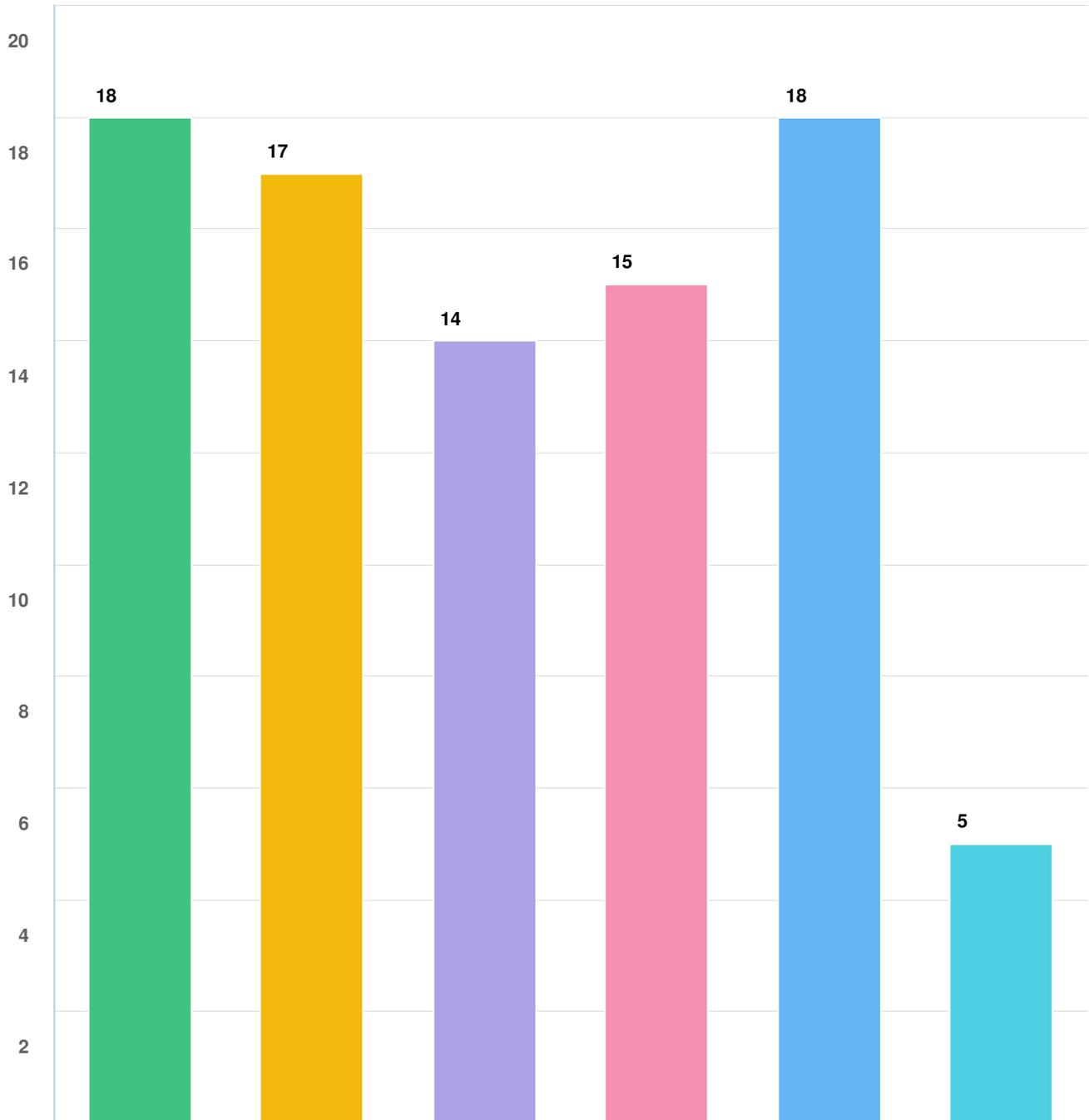
6/23/2025 09:52 AM

I don't feel that short term rentals are a problem, and it seems like it is a money grab to obtain the license fee by the City of Redmond.

Optional question (8 response(s), 20 skipped)

Question type: Essay Question

Q8 Communication and transparency are important to the City. Communication could involve a 24/7 contact maintained on file for emergencies and for neighbor-to-neighbor contacts. Transparency could involve ensuring awareness of a short-term rental oper...

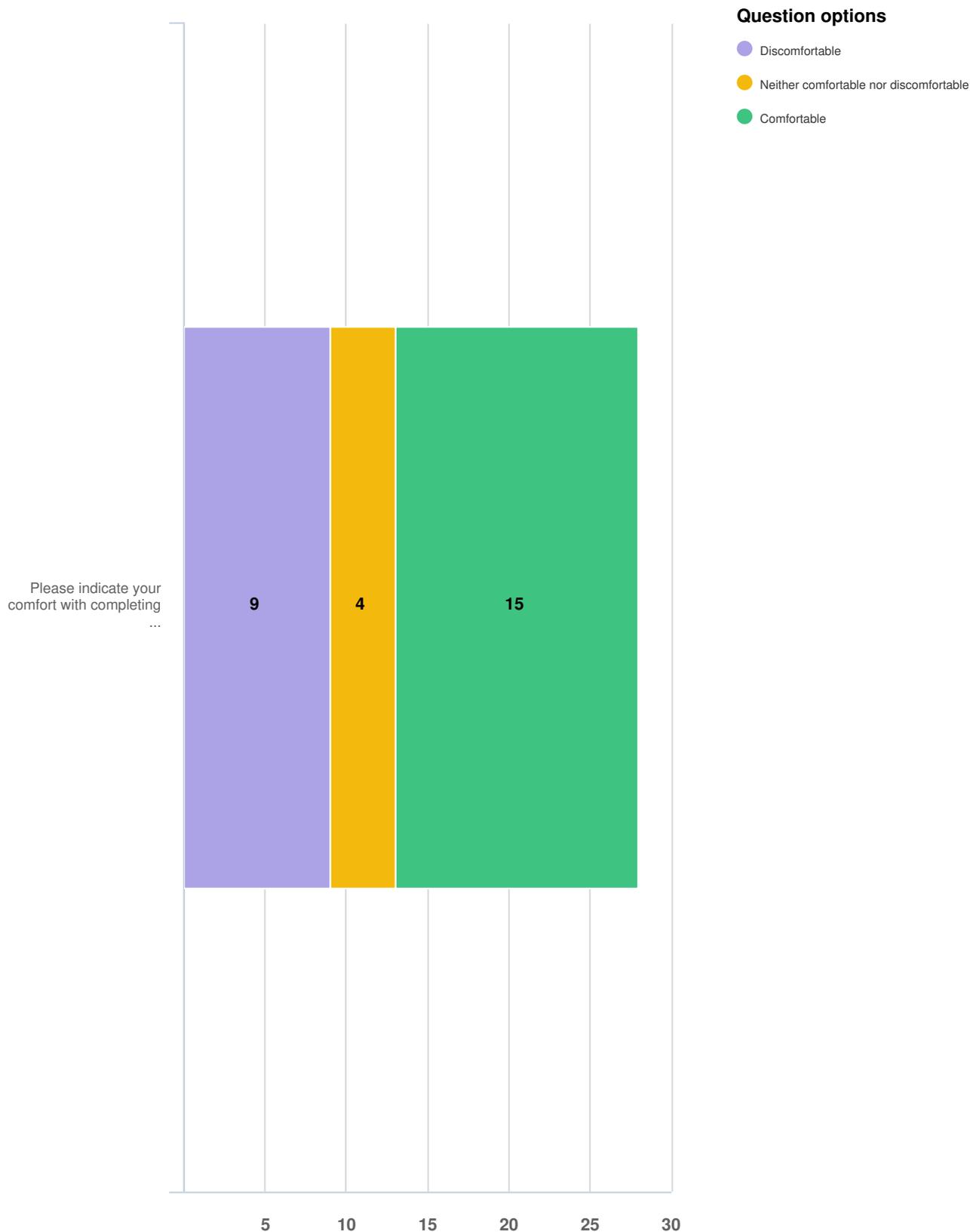


Question options

- Owners' 24/7 contact kept on file at the City.
- Owners' 24/7 contact provided to adjacent neighbors.
- Secondary representatives' 24/7 contact kept on file at the City.
- Secondary representatives' 24/7 contact provided to adjacent neighbors.
- Posting of 24/7 contact information in an accessible location on the site of the short-term rental.
- Other (please specify)

Mandatory Question (28 response(s))
 Question type: Checkbox Question

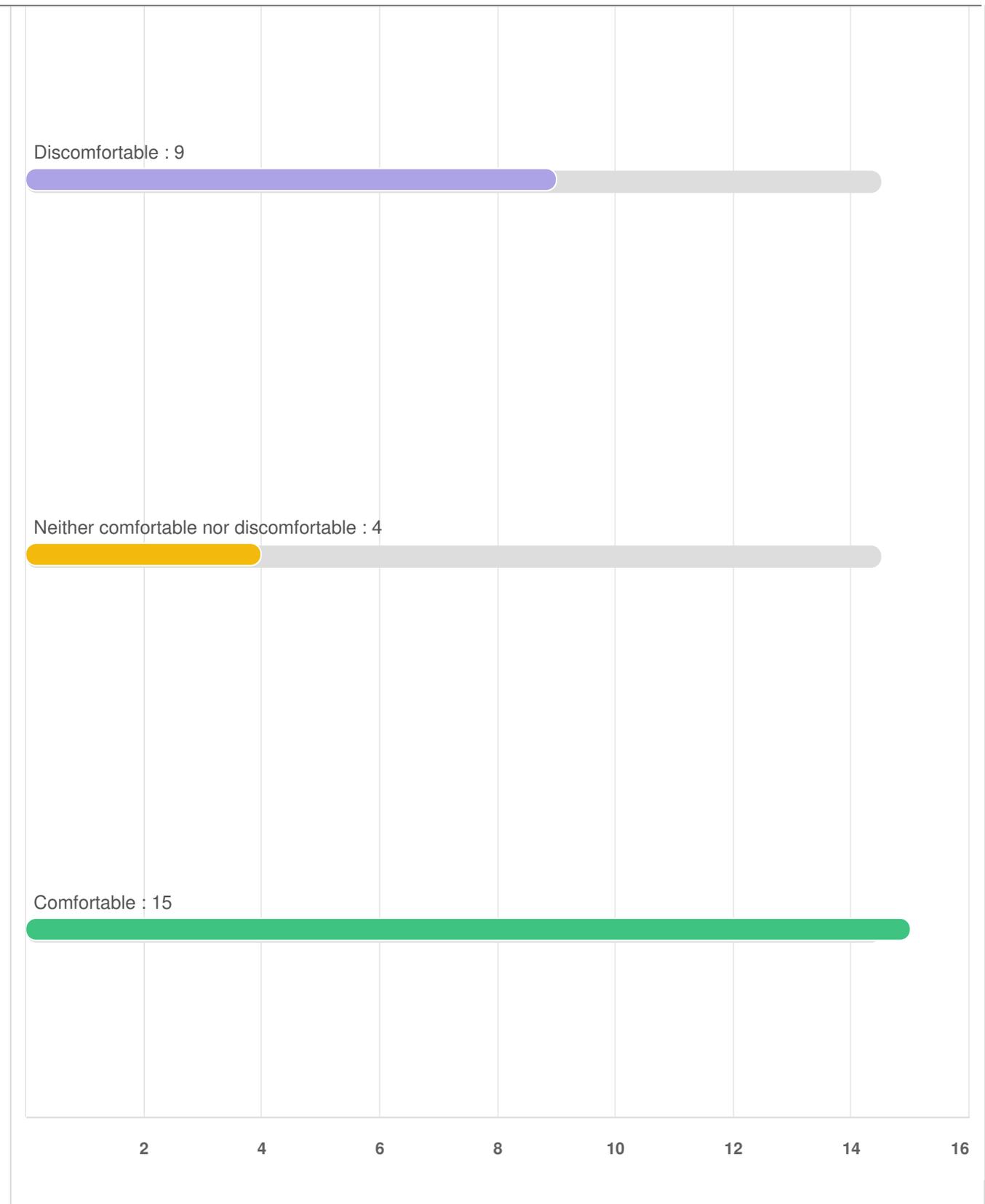
Q9 | A safety checklist is one way that owners and operators of short-term rentals can confirm to the City the provisions important for consumer safety.



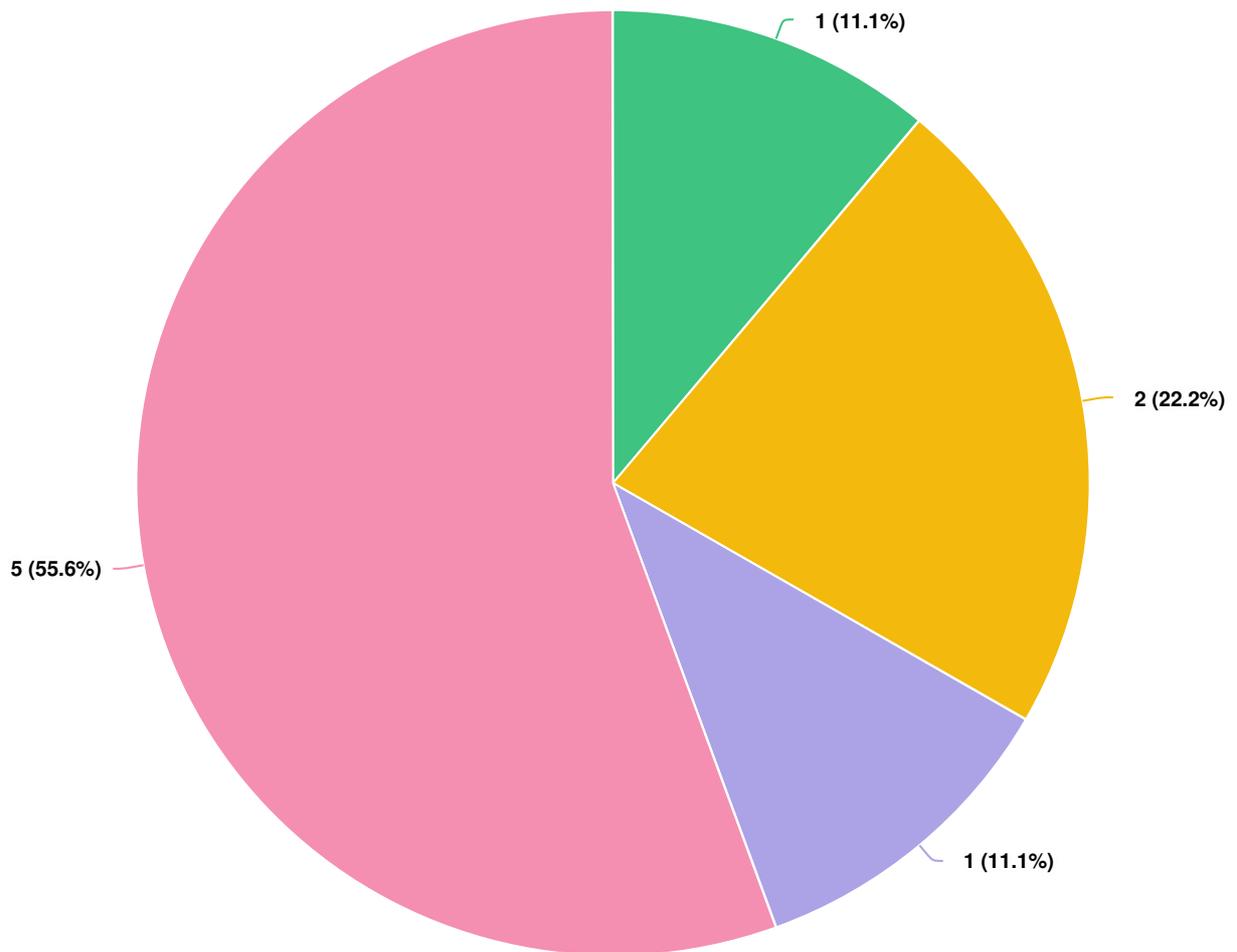
Mandatory Question (28 response(s))
Question type: Likert Question

Q9 | A safety checklist is one way that owners and operators of short-term rentals can confirm to the City the provisions important for consumer safety.

Please indicate your comfort with completing and providing a completed safety checklist to the City at the time of your submittal or renewal for your business license.



Q10 | This question is for managers and tenants of multifamily and mixed-use developments. Please describe the management standards for short-term rentals at your location. For example, are all short-term rentals managed through rental office, managed b...



Question options

- Other (please specify)
- Managed by both the rental office and the individual tenant
- Managed by the individual tenant
- Managed by the rental office only

Optional question (9 response(s), 19 skipped)
Question type: Radio Button Question

Q11 | Let's stay in touch. Staff would like to include you as a stakeholder for the continued work on short-term rentals. Please provide your name, email, and questions for the Economic Development team to follow up.

Anonymous

6/16/2025 12:49 PM

Shariannhsu@gmail.com Shari Hsu

Anonymous

6/16/2025 04:05 PM

dvoll1022@aol.com

Anonymous

6/16/2025 04:54 PM

B. Larson, windinfirssuite@gmail.com

Anonymous

6/17/2025 11:51 AM

Craig Larsen - craigpaularsen@gmail.com

Anonymous

6/17/2025 11:58 AM

alexis@alexispropertymgmt.com

Anonymous

6/17/2025 02:37 PM

Corey Rosemond, corey.rosemond@gmail.com - I operate STRs in other states and am interested in doing this responsibly in Redmond and would be happy to be a stakeholder.

Anonymous

6/21/2025 01:08 AM

devonkellogg@gmail.com

Anonymous

6/23/2025 09:54 AM

MJ Kriepps 425.891.6272

Anonymous

6/23/2025 10:53 AM

risacoleman@hotmail.com, what are our long term plans to ensure healthy, invested property owners of homes vs those that own homes as use them as short term rentals

Anonymous

6/29/2025 08:33 PM

Naomi Yoo, naomi.yoo@gmail.com. I would like to know if the city of Redmond has any plans to address good neighbor practices for short-term rentals and how regulations can be instituted to make them more visible and likely to be followed. Thank you.

Anonymous

zee.anthony@gmail.com

7/16/2025 02:35 PM

Anonymous

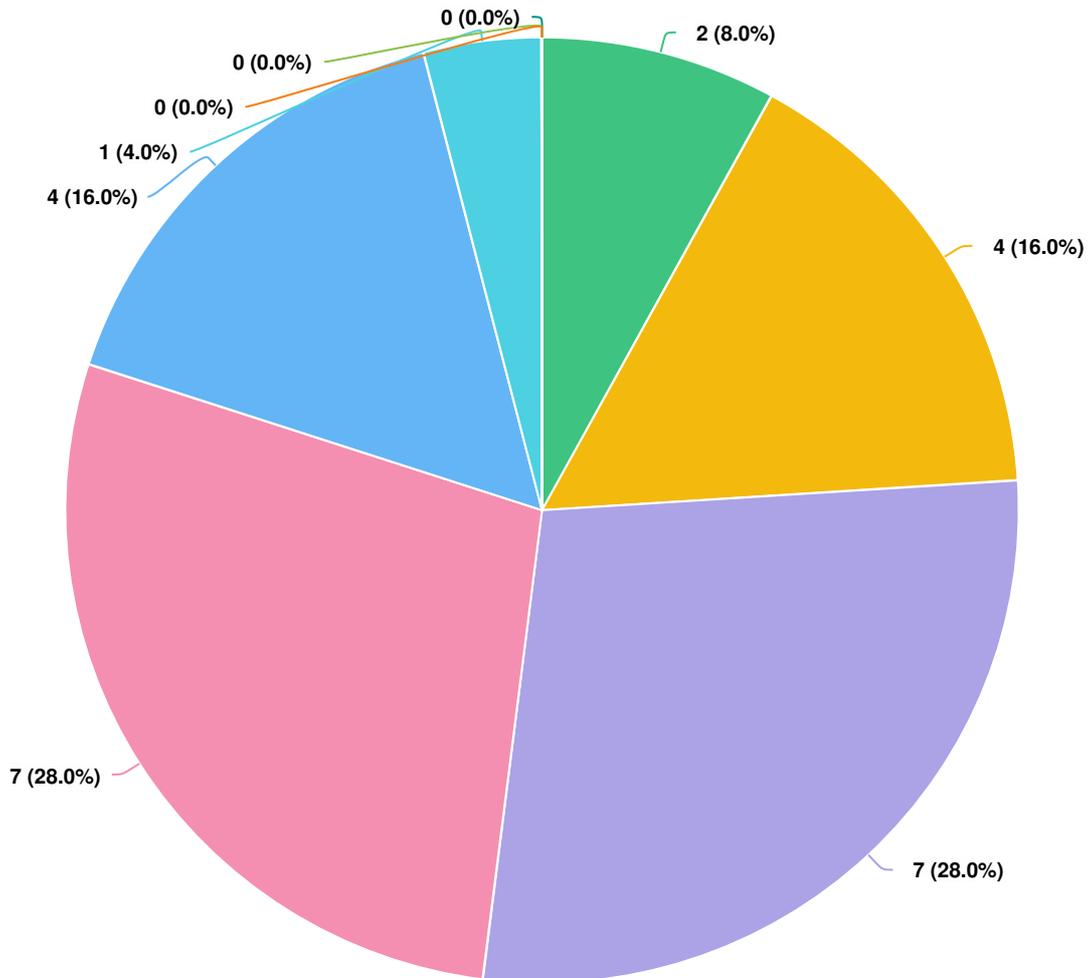
S. Carlson, sclarso@yahoo.com

7/18/2025 09:11 AM

Optional question (12 response(s), 16 skipped)

Question type: Single Line Question

Q12 For demographics only, please indicate when you were born.



Question options

- Prior to 1930
- 1930 to 1939
- 2000 to present
- 1940 to 1949
- 1950 to 1959
- 1960 to 1969
- 1970 to 1979
- 1980 to 1989
- 1990 to 1999

Optional question (25 response(s), 3 skipped)
Question type: Radio Button Question

Short-Term Rental Community Meeting

July 21, 2025

The community attended this presentation and discussion with City staff to consider proposal updated to regulations regarding Short-Term Rentals in Redmond. The following includes the questions asked of participants and their response as well as their questions and suggestions.

Q1. Please discuss the proposal for Redmond short-term rental business license required:

- **1 Redmond business license per short-term rental in single family zoning districts**
- **1 Redmond business license per operator in multifamily zoning districts**

What does the \$153 Redmond Business License fee provide to the short-term rental operator? Does it cover city services?

Yes, it covers city services, such as public safety, infrastructure maintenance, and economic and tourism support services.

Is it a one-time fee?

Business licenses are renewed annually.

Is this a way for the City to create an advertising list? What does the operator gain?

Requiring a city business license is a conduit for the City and operator to build a relationship, including access to Economic Development and Tourism support services.

When licenses are renewed, will there be restrictions?

Restrictions are based on state and city regulations. It is the City's regulations that are being studied at this time. If regulations are to be refined in the future, the City would do additional community engagement.

Participant Suggestion: Short-term rental rules should be combined with the business license. This would be similar to how HOA rules are managed.

Do you believe that because short-term rentals are a small percentage of the City's housing supply that residents aren't concerned about them?

The City receives a small number of concerns regarding short-term rentals, such as through our [online customer service portal](#). Often these are regarding noise, parking, and parties.

How will residents and owners of short-term rentals know if a business license is required?

The City uses a wide variety of communication channels to reach community members, such as newsletters, social media, and direct mail. Staff also have access to state For additional information, refer to <https://www.redmond.gov/2301/Short-Term-Rentals> or email Principal Planner [Kimberly Dietz](#).



issued business licenses for reference. A series of webpages and the Redmond Municipal Code provide details of the requirements:

- Business Licensing webpage: <https://www.redmond.gov/230/Business-Licensing>
- Redmond Municipal Code, Chapter 5.04 General Business Regulations: <https://redmond.municipal.codes/RMC/5.04>

Participant Suggestion: Require a business license for businesses but not for residents and small operators. For example, only require a business license when an operator manages two or more units.

The current proposal is for consistency with the state definition of short-term rental that includes an exemption for certain conditions:

[Short-term rental \(RCW 64.37\)](#)

"Short-term rental" means a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, that is offered or provided to a guest by a short-term rental operator for a fee for fewer than thirty consecutive nights.

"Short-term rental" does not include any of the following:

- A dwelling unit that is occupied by the owner for at least six months during the calendar year and in which fewer than three rooms are rented at any time;
- A dwelling unit, or portion thereof, that is used by the same person for thirty or more consecutive nights; or
- A dwelling unit, or portion thereof, that is operated by an organization or government entity that is registered as a charitable organization with the secretary of state, state of Washington, or is classified by the federal internal revenue service as a public charity or a private foundation, and provides temporary housing to individuals who are being treated for trauma, injury, or disease, or their family members.

Has the City thought about compliance issues?

Yes, this study also considers the City's standard operations including how changes to the code would impact the current operations. Education is a required portion of [RCW 64.37.030 Consumer Safety](#), through which cities and counties must implement the following provision: (3) For a first violation of this section, the city or county attorney must issue a warning letter to the owner or operator. An owner that violates this section after receiving a warning letter is guilty of a class 2 civil infraction under [chapter 7.80 RCW](#).

Q2. Please discuss the communication proposal. What information should be shared with the City; with neighbors for awareness; and with multifamily management for state legislative compliance, such as [RCW 64.37.030 Consumer Safety](#). As a neighbor, how would you like to remain aware of operations and how to communicate with you? What communication formats would work well?

For additional information, refer to <https://www.redmond.gov/2301/Short-Term-Rentals> or email Principal Planner [Kimberly Dietz](#).

Communication is a good idea, but how would it be implemented? HOAs do not know the unit(s) is being rented. HOAs most frequent issues are with individual owners and not with management companies. It would be helpful to have contact information to call, even if a friend of the owner.

It is common courtesy to notify neighbors when renting a unit. Provide contact information to them. Encourage this type of contact/communication between neighbors.

Recommend to operators and management companies to reach out to neighbors.

Q3. Please discuss the consumer safety proposal that would help operators and customers confirm a short-term rental's conformance with [RCW 64.37.030 Consumer Safety](#). What items should be included on a consumer safety checklist for guest of the short-term rental? How should the short-term rental operator share the checklist with their guests?

Reminder that fire extinguishers have an expiration date. The operator should confirm they are current or have been recharged.

It is standard for management companies to provide information, such as emergency exits. Houses have exterior lighting for access, but it is not a requirement.

Airbnb provides a refrigerator magnet for emergency information to be accessible.

Q4. What did we miss today? What else is also important for short-term rental operators, their guests, and the City? Going forward, how would you like the City to maintain this new relationship with short-term rental operators?

Important to define short-term rental.

Have an informational session to identify what is needed for operators, neighbors, and consumers to know.

Invite Airbnb and other platform representatives to attend regularly scheduled information sessions.

If the code is changed, how long does it remain in effect?

The code remains in effect until a change is made or a date certain for its expiration is also adopted. The process for updating the code in the future would be similar to the current process, which includes several opportunities for community involvement.

What happens to current operators when/if rules change?

If the proposal is adopted to include requirements for City of Redmond business licenses, operators of short-term rentals that meet the adopted definition of a short-term rental will need to obtain a City of Redmond business license. Information including instructions will be provided on the City of Redmond [Business License webpage](#) and communicated directly with operators through mail, email, and telephone.

For additional information, refer to <https://www.redmond.gov/2301/Short-Term-Rentals> or email Principal Planner [Kimberly Dietz](#).



In addition, [RCW 64.37.040 Short-Term Rental Platforms](#) requires that short-term rental platforms inform operators, who use their platform, of the operator's responsibilities to collect and remit all applicable local, state, and federal taxes unless the platform does this on the operator's behalf.

For additional information, refer to <https://www.redmond.gov/2301/Short-Term-Rentals> or email Principal Planner [Kimberly Dietz](#).



Memorandum

Date: 9/2/2025
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 25-470
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

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

TITLE:
2025 Amendments to the King County Countywide Planning Policies

OVERVIEW STATEMENT:

This read-only item updates the Planning and Public Works Committee of the Whole on the 2025 amendments to the King County Countywide Planning Policies (CPPs) at the Committee’s September 2, 2025, meeting. Staff recommends allowing the amendments to be ratified by taking no action.

The CPP’s were comprehensively updated in 2021 and ratified by King County and cities within King County in 2022. In 2024, the cities of Carnation and Snoqualmie requested that their housing growth targets and housing need allocations be reduced due to circumstances that were not understood when growth targets were adopted in 2021. Following input from the Puget Sound Regional Council and recommendation from the Growth Management Planning Council (GMPC), the King County Council adopted Ordinance 19946 to reduce the growth targets and housing need allocation for those two cities. The result is a reduction in the countywide growth target of 1,230 dwelling units (0.4%), to 307,447 dwelling units. The countywide housing need allocation is reduced by a similar amount.

Detailed analysis by King County staff is attached.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan Policy A-1 directs the City to work cooperatively with, among others, King County, to address planning issues at a countywide scale.

- **Required:**
RCW 36.70A.210 governs countywide planning policies.
- **Council Request:**
N/A
- **Other Key Facts:**
The Growth Management Act (GMA) requires counties and cities to collaboratively and periodically review and update the CPPs. The primary purpose of the CPPs is to ensure consistency and coordination among comprehensive plans for cities and towns within King County.

The GMPC is a body of elected officials from jurisdictions throughout the county charged with overseeing the preparation of the CPPs and recommending amendments to them. Now that King County has adopted the 2025 amendments to the CPPs, cities have 90 days to act, or not act, on them. The deadline for the City Council act on the 2025 amendments is October 22, 2025. Under CPP policy FW-1, taking no action is deemed the same as approval.

OUTCOMES:

If the amendments are ratified, the housing targets and housing need allocations for Carnation and Snoqualmie will be reduced. Ratification occurs when 30 percent of city and county governments representing at least 70 percent of the population of King County ratify - or take no action on - the amendments.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Community engagement was conducted in 2024-2025 by the Growth Management Planning Council.
- **Outreach Methods and Results:**
The GMPC held public meetings during which these amendments were discussed.
- **Feedback Summary:**
The GMPC recommendation was unanimous. The GMPC also recommends work in 2026 to analyze "comprehensive plan growth assumptions and reported capacity after the periodic update of comprehensive plans is complete to inform required monitoring of the Countywide Planning Policies, the next version of the Urban Growth Capacity Report, and growth targets and housing need that support the 2034 periodic update." It also calls for support for jurisdictions that want to increase housing growth targets and housing need to incorporate the amount removed by this amendment.

BUDGET IMPACT:

Total Cost:

\$5,350,743 is the total value of the Community and Economic Development offer, which includes the staff time devoted to this work.

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

Budget Offer Number:

0000304

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

Council action on the 2025 amendments to the CPPs must occur by October 22, 2025. No action is the deemed the same as approval.

ANTICIPATED RESULT IF NOT APPROVED:

If the Council specifically disapproves the 2025 amendments to the CPPs then Redmond will not be counted toward the 30% of city and county governments representing at least 70% of the county’s population needed to ratify the amended CPPs.

ATTACHMENTS:

- Attachment A: Transmittal Letter to King County Council
- Attachment B: King County Staff Report
- Attachment C: King County Ordinance 19946



King County

Shannon Braddock
King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194
TTY Relay: 711
www.kingcounty.gov

May 21, 2025

The Honorable Girmay Zahilay
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance that would if enacted, adopt amendments to the 2021 King County Countywide Planning Policies (CPPs). The enclosed proposed amendments were recommended by the King County Growth Management Planning Council (GMPC) on March 26, 2025.

As a part of the shared framework for growth management planning established by the CPPs, growth targets and housing need values are adopted for each jurisdiction. Jurisdictions use these targets and need values as growth assumptions to plan for development capacity and public services in their comprehensive plans.

In 2024, the cities of Carnation and Snoqualmie requested that GMPC reduce their respective growth targets and housing need values in response to circumstances that were not understood when growth targets were adopted in the CPPs in 2021. Additionally, the state Legislature has adopted several amendments to the Growth Management Act, changing comprehensive planning expectations since the CPPs were originally adopted.

In its consideration of the cities' requests throughout 2024, GMPC acknowledged that these cities' growth targets were higher than amounts in the original countywide projection during the growth target setting process. The Puget Sound Regional Council identified that "reducing the Cities and Towns overall allocation would improve consistency" between the CPPs and VISION 2050.¹ GMPC also acted to preserve the share of housing need affordable to households with lower incomes within their proposed amendments.

¹ Letter to GMPC, December 2024 [[LINK](#)]

The Honorable Girmay Zahilay
May 21, 2025
Page 2

At its March 2025 meeting, GMPC unanimously approved GMPC Motion 25-1 recommending growth target and housing need amendments for Carnation and Snoqualmie.

The collaborative process used to develop this proposed legislation embodies the ethic of coordinated planning required by the Growth Management Act. King County staff, municipal planners, and elected officials were involved in developing the recommendations in the proposed legislation. No budget action is needed to support the proposed Ordinance.

Thank you for your consideration of this proposed Ordinance. This legislation is one of the many actions King County takes to accommodate and manage growth to ensure residents have opportunity to thrive and the environment is protected.

If your staff have questions, please contact Lauren Smith, Deputy Director for Regional Planning, Office of Performance, Strategy and Budget, at 206-263-9606.

Sincerely,



for

Shannon Braddock
King County Executive

Enclosure

cc: King County Councilmembers
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive
Stephanie Pure, Council Relations Director, Office of the Executive
Dwight Dively, Director, Office of Performance, Strategy and Budget (PSB)
Lauren Smith, Deputy Director, Regional Planning, PSB



King County

**Metropolitan King County Council
Local Services and Land Use Committee**

STAFF REPORT

| | | | |
|----------------------|-----------|--------------|---------------|
| Agenda Item: | 7 | Name: | Erin Auzins |
| Proposed No.: | 2025-0153 | Date: | June 18, 2025 |

SUBJECT

A Proposed Ordinance that adopts and ratifies amendments to the 2021 King County Countywide Planning Policies to modify growth targets for the Cities of Carnation and Snoqualmie.

SUMMARY

Proposed Ordinance 2025-0153 would approve amendments to the King County Countywide Planning Policies to adjust housing targets and associated need based on income-level for the Cities of Carnation and Snoqualmie, as recommended by the Growth Management Planning Council, and would ratify the amendments on behalf of the population of unincorporated King County.

BACKGROUND

Growth Management Planning Council (GMPC). The GMPC is a formal body comprised of elected officials from King County, Seattle, Bellevue, other cities and towns in King County, and special purpose districts. The GMPC was created in 1992 by an interlocal agreement in response to a provision in the Washington State Growth Management Act (GMA) requiring cities and counties to work together to adopt Countywide Planning Policies (CPPs).

The CPPs are a series of policies that address growth management issues in King County. The CPPs present the shared vision of King County and the 39 cities within King County to guide jurisdictions as they develop and amend their comprehensive plans. For King County specifically, the CPPs relate to the King County Comprehensive Plan (KCCP) and its implementing development regulations.

As provided for in the GMPC interlocal agreement, the GMPC developed and recommended the original CPPs, which were adopted by the King County Council and ratified by the cities in 1992.

2021 Countywide Planning Policy Update. The CPPs were comprehensively reviewed and updated in 2021 in Ordinance 19384. The 2021 CPPs established 2019-2044 growth targets for King County jurisdictions in Table DP-1. The growth targets were amended in were amended in 2023 in Ordinance 19660 to establish jurisdictional housing need values commensurate to growth targets.

Reconciliation Requests. CPP DP-13 describes a process for reconciliation of growth targets:

DP-13 *The Growth Management Planning Council shall:*

a) Update housing and employment growth targets and housing needs periodically to provide jurisdictions with up-to-date growth allocations to be used as the land use assumption in state-mandated comprehensive plan updates;

b) Adopt housing and employment growth targets and housing needs in the Countywide Planning Policies pursuant to the procedure described in policy FW-1;

c) Create a coordinated countywide process to reconcile and set growth targets that implements the Regional Growth Strategy through countywide shares of regional housing and job growth, countywide shares of statewide housing needs, allocations to Regional Geographies, and individual jurisdictional growth targets;

d) Ensure that each jurisdiction's growth targets and housing needs are commensurate with their role in the Regional Growth Strategy by establishing a set of objective criteria and principles to guide how jurisdictional targets and housing needs are determined;

e) Ensure that each jurisdiction's growth targets allow it to meet the need for housing affordable to households with moderate-, low-, very low-, and extremely low-incomes; and

f) Adjust targets and housing needs administratively upon annexation of unincorporated Potential Annexation Areas by cities. Growth targets for the planning period are shown in Table DP-1. Net new housing needs for the planning period are shown in Table H-1 and total projected housing needs are shown in Table H-2.

Both the City of Carnation and the City of Snoqualmie requested adjustments to decrease their housing growth targets through the process described in DP-13.

GMPC Recommendation. On March 26, 2025, the GMPC approved Motion 25-1, which recommends revised growth targets and housing need values for the Cities of Carnation and Snoqualmie. GMPC motions are a recommendation to the King County Council.

Amendments to the CPPs become effective when the County adopts an Ordinance and when the Ordinance is ratified by at least 30% of the city and county governments representing at least 70% of the population of King County. A city is deemed to have ratified an amendment to the CPPs unless the city disapproves it by legislative action within 90 days of adoption by King County.

ANALYSIS

Proposed Ordinance 2025-0153 would approve amendments to the King County Countywide Planning Policies to reduce the housing targets for the City of Carnation from 799 to 350, and for the City of Snoqualmie from 1,500 to 719. This lowers the overall housing target for the urban growth area from 308,677 to 307,447. The GMPC motion states that this lower number is offset by "additional housing added by other jurisdictions during the 2021 target setting process, the reconciled housing growth targets are consistent with the 2021 target setting process."

While the lowered targets primarily focus on the market-rate housing targets (units for incomes higher than 120% of area median income), there were also lowered housing need numbers for these two jurisdictions for the income-based targets, as shown in the table below:

| | | Jurisdictional Net New Permanent Housing Units Needed, 2019-2044 | | | | | | | Jurisdictional Net New Emergency Housing Needs | |
|------------------|------------|--|-----------------------|-----------------------|-----------------------|---------------------|--------------------|--------------------|--|-----------------------|
| | | Total | 0 to ≤30% | | >30 to ≤50% | >50 to ≤80% | >80 to ≤100 % | >100 to ≤120% | | >120% |
| | | | Non-PSH | PSH | | | | | | |
| Cities and Towns | Carnation | ((799)) <u>350</u> | ((239)) <u>189</u> | ((126)) <u>127</u> | ((23)) <u>13</u> | ((85)) <u>23</u> | ((43)) <u>0</u> | ((48)) <u>1</u> | ((235)) <u>0</u> | ((153)) <u>143</u> |
| | Snoqualmie | ((1,500))) <u>719</u> | ((472)) <u>374</u> | ((248)) <u>244</u> | ((233)) <u>117</u> | ((82)) <u>16</u> | ((61)) <u>0</u> | ((69)) <u>0</u> | ((335)) <u>0</u> | ((287)) <u>269</u> |

GMPC Motion 25-1 also adds a recommendation for work in 2026 to analyze "comprehensive plan growth assumptions and reported capacity after the periodic update of comprehensive plans is complete to inform required monitoring of the Countywide Planning Policies, the next version of the Urban Growth Capacity Report, and growth targets and housing need that support the 2034 periodic update." It also calls for support for jurisdictions that want to increase housing growth targets and housing need to incorporate the amount removed by this amendment.

INVITED

- Lauren Smith, Division Director, Regional Planning, Office of Performance, Strategy, and Budget
- Rebecca Maskin, Demographic Planner, Regional Planning, Office of Performance, Strategy, and Budget

ATTACHMENTS

1. Proposed Ordinance 2025-0153 and its attachment
2. Transmittal Letter
3. Fiscal Note



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19946

Proposed No. 2025-0153.1

Sponsors Perry

1 AN ORDINANCE adopting and ratifying amendments to
2 the 2021 King County Countywide Planning Policies.

3 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

4 SECTION 1. Findings:

5 A. The 2021 King County Countywide Planning Policies were adopted by King
6 County via Ordinance 19384, which established 2019-2044 growth targets for King
7 County jurisdictions in Table DP-1.

8 B. The 2021 King County Countywide Planning Policies were amended by King
9 County via Ordinance 19660, which established jurisdictional housing need values
10 commensurate to growth targets.

11 C. On March 26, 2022, the King County Growth Management Planning Council
12 approved Motion 25-1, which recommended revised growth targets and housing need
13 values for the cities of Carnation and Snoqualmie.

14 SECTION 2. The amendments to the 2021 King County Countywide Planning
15 Policies, as shown in Attachment A to this ordinance, are hereby adopted by King County
16 and ratified on behalf of the population of unincorporated King County.

17 SECTION 3. Severability. If any provision of this ordinance or its application to

Ordinance 19946

- 18 any person or circumstance is held invalid, the remainder of the ordinance or the
- 19 application of the provision to persons or circumstances is not affected.

Ordinance 19946 was introduced on 6/3/2025 and passed by the Metropolitan King County Council on 7/1/2025, by the following vote:

Yes: 8 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Quinn,
 von Reichbauer and Zahilay
 Excused: 1 - Perry

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:


 1AEA3C5077F8485...
 Girmay Zahilay, Chair

ATTEST:

DocuSigned by:


 8DE1BB375AD3422...
 Melani Hay, Clerk of the Council

APPROVED this ____ day of 7/14/2025, _____.

Signed by:


 AAA4841FD7644BE...
 Shannon Braddock, County Executive

Attachments: A. GMPC Motion 25-1

03/26/2025

Sponsored By: ATTACHMENT A
Executive Committee

GMPC MOTION 25-1

A MOTION to amend the King County Countywide Planning Policies,
amending the growth target and housing need tables for the cities of
Carnation and Snoqualmie.

WHEREAS, the King County Countywide Planning Policies were adopted and ratified by the
King County Council by Ordinance 19384 on December 21, 2021, and ratified by the cities in King
County on April 6, 2022; and

WHEREAS, the King County Countywide Planning Policies adopted new housing unit and
employment growth targets for unincorporated King County and all cities within King County; and

WHEREAS, Development Patterns policies 13 and 14 (DP-13 and DP-14) within the King
County Countywide Planning Policies were also amended to state that the Growth Management Planning
Council shall create a coordinated countywide process to reconcile growth targets that implements the
Puget Sound Regional Council’s VISION 2050 Regional Growth Strategy and Regional Growth Strategy
Action Nine (RGS-Action-9), and that jurisdictions shall use the adopted growth targets as land use
assumptions in comprehensive plans; and

WHEREAS, reconciling growth targets, or a “reconciliation process,” amends growth targets to
be consistent with comprehensive plan land use assumptions; and

WHEREAS, the Washington State Legislature adopted House Bill 1220 in 2021, which amended
the Growth Management Act to require jurisdictions to plan for and accommodate housing affordable to
all income segments of the population, and resulted in other substantive changes to how jurisdictions plan
for housing in the housing element of their comprehensive plan; and

WHEREAS, the King County Countywide Planning Policies were amended by King County
Council though Ordinance 19660 adopted August 15, 2023, and ratified November 30, 2023, to support
comprehensive planning under House Bill 1220, in part by establishing housing need by income for cities
and unincorporated King County that, in sum, equates to a jurisdiction’s housing growth target; and

03/26/2025
GMPC Motion 25-1

27 WHEREAS, in 2022 and 2023, after growth targets were adopted and before the due date for
28 periodic update of comprehensive plans, the Washington State Legislature adopted additional
29 amendments to the Growth Management Act through House Bills 1241 and 1110, increasing urban
30 residential capacity and affecting how jurisdictions plan for growth; and

31 WHEREAS, in March 2024, the City of Snoqualmie notified the King County Growth
32 Management Planning Council that it was requesting the Growth Management Planning Council conduct
33 a reconciliation process as described in Countywide Planning Policy DP-13 to amend its housing growth
34 target; and

35 WHEREAS, the Growth Management Planning Council began its discussion of a reconciliation
36 process at their March 27, 2024, meeting, weighing the consequences of conducting a reconciliation
37 process, including when such a process was warranted; and

38 WHEREAS, at its July 24, 2024 meeting, the Growth Management Planning Council identified a
39 set of guiding principles that establish criteria for holding a reconciliation process and evaluating
40 requests, including:

- 41 1. Reconciliation/amendments may be pursued when significant changes to the planning
42 framework or local circumstances that could not have been anticipated have occurred since
43 target adoption.
- 44 2. Reconciliation/amendments may be allowed where adherence to the adopted targets creates a
45 conflict with other Growth Management Act goals (e.g., environmental issues, infrastructure
46 to serve growth).
- 47 3. Jurisdictions are responsible for demonstrating need, consistent with the threshold and
48 principles for reconciliation, for the requested target change.
- 49 4. Jurisdictions should directly request reconciliation or amendment of their target.
- 50 5. Amended targets must further King County's alignment with the Regional Growth Strategy
51 and protect the integrity of the growth target setting process.

03/26/2025
GMPC Motion 25-1

52 6. Growth Management Planning Council staff will coordinate with the Puget Sound Regional
53 Council and Commerce to minimize any risk to plan certification.

54 7. Growth targets should only be redistributed when countywide housing needs are addressed.

55 8. Reconciliation should limit impacts to jurisdictions not requesting amended targets; and

56 WHEREAS, at its July 24, 2024, the Growth Management Planning Council directed staff to
57 canvas King County jurisdictions for interest in reconciliation and seek written requests from interested
58 jurisdictions; and

59 WHEREAS, in August 2024, Carnation and Snoqualmie submitted detailed requests to the
60 Growth Management Planning Council to decrease their housing growth targets to 350 and 719 housing
61 units, respectively, and adjust the associated housing need; and

62 WHEREAS, the Growth Management Planning Council considered these requests against the
63 guiding principles for reconciliation, the related King County Countywide Planning Policies, and the
64 related VISION 2050 Multicounty Planning Policies; and

65 WHEREAS, the Growth Management Planning Council determined that significant and
66 unanticipated changes to King County’s planning framework and local circumstances have occurred since
67 growth targets were adopted, and that the requests from Carnation and Snoqualmie met the criteria
68 stipulated in the guiding principles for reconciliation process; and

69 WHEREAS, while reducing housing growth targets and related housing need decreases King
70 County’s overall housing growth allocation, it is offset by additional housing added by other jurisdictions
71 during the 2021 growth target setting process, the reconciled housing growth targets are consistent with
72 the 2021 target setting process, and the requested reduction in growth targets improves King County’s
73 alignment with the VISION 2050 Regional Growth Strategy for the Cities and Towns Regional
74 Geography; and

75 WHEREAS, the GMPC recognized that reconciling growth targets could be a precedent setting
76 action, and as such, directed that this reconciliation process does not establish a precedent or permanent
77 process;

03/26/2025
GMPC Motion 25-1

- 78 NOW, THEREFORE, BE IT MOVED that the Growth Management Planning Council:
- 79 A. Recommends approval of amendments to the King County Countywide Planning Policies
- 80 amending growth targets and housing need for the cities of Carnation and Snoqualmie, included with this
- 81 motion as Attachment A; and
- 82 B. Recommends that in 2026, its staff analyze comprehensive plan growth assumptions and
- 83 reported capacity after the periodic update of comprehensive plans is complete to inform required
- 84 monitoring of the Countywide Planning Policies, the next version of the Urban Growth Capacity Report,
- 85 and growth targets and housing need that support the 2034 periodic update; and
- 86 C. Recommends that in 2025 through 2026, if requested and consistent with the Growth
- 87 Management Planning Council’s guiding principles for reconciliation, its staff will support a jurisdiction
- 88 that seeks to increase housing growth targets and housing need in the amounts removed during this
- 89 reconciliation process to ensure alignment with regional and countywide policy and pursue available
- 90 grant funding opportunities.



91

92 _____

93 Shannon Braddock, Chair, Growth Management Planning Council

94

95 Attachments

- 96 A: Amendments to the growth targets and housing need tables for the cities of Carnation and
- 97 Snoqualmie in the King County Countywide Planning Policies

Attachment A: Amendments to 2021 King County Countywide Planning Policies – Carnation and Snoqualmie Growth Targets

In the Countywide Planning Policies Development Patterns Chapter, starting on page 23, amend as follows:

| Table DP-1: King County Jurisdiction Growth Targets 2019-2044 | | | |
|--|-------------------------------|-----------------------------|-------------------------|
| Net New Units and Jobs | | | |
| Jurisdiction | | 2019-2044 Housing Target | 2019-2044 Job Target |
| Metro Cities | Bellevue | 35,000 | 70,000 |
| | Seattle | 112,000 | 169,500 |
| Metropolitan Cities Subtotal | | 147,000 | 239,500 |
| Core Cities | Auburn | 12,000 | 19,520 |
| | Bothell | 5,800 | 9,500 |
| | Burien | 7,500 | 4,770 |
| | Federal Way | 11,260 | 20,460 |
| | Issaquah | 3,500 | 7,950 |
| | Kent | 10,200 | 32,000 |
| | Kirkland | 13,200 | 26,490 |
| | Redmond | 20,000 | 24,000 |
| | Renton | 17,000 | 31,780 |
| | SeaTac | 5,900 | 14,810 |
| Tukwila | 6,500 | 15,890 | |
| Core Cities Subtotal | | 112,860 | 207,170 |
| High Capacity Transit Communities | Des Moines | 3,800 | 2,380 |
| | Federal Way PAA | 1,020 | 720 |
| | Kenmore | 3,070 | 3,200 |
| | Lake Forest Park | 870 | 550 |
| | Mercer Island | 1,239 | 1,300 |
| | Newcastle | 1,480 | 500 |
| | North Highline PAA | 1,420 | 1,220 |
| | Renton PAA - East Renton | 170 | 0 |
| | Renton PAA - Fairwood | 840 | 100 |
| | Renton PAA - Skyway/West Hill | 670 | 600 |
| | Shoreline | 13,330 | 10,000 |
| | Woodinville | 2,033 | 5,000 |
| High Capacity Transit Communities Subtotal | | 29,942 | 25,570 |

| Table DP-1: King County Jurisdiction Growth Targets 2019-2044 | | | |
|--|-----------------------------------|-----------------------------------|-------------------------|
| Net New Units and Jobs | | | |
| Jurisdiction | | 2019-2044 Housing Target | 2019-2044 Job Target |
| Cities and Towns | Algona | 170 | 325 |
| | Beaux Arts | 1 | 0 |
| | Black Diamond | 2,900 | 680 |
| | Carnation | ((799)) <u>350</u> | 450 |
| | Clyde Hill | 10 | 10 |
| | Covington | 4,310 | 4,496 |
| | Duvall | 890 | 990 |
| | Enumclaw | 1,057 | 989 |
| | Hunts Point | 1 | 0 |
| | Maple Valley | 1,720 | 1,570 |
| | Medina | 19 | 0 |
| | Milton | 50 | 900 |
| | Normandy Park | 153 | 35 |
| | North Bend | 1,748 | 2,218 |
| | Pacific | 135 | 75 |
| | Sammamish | 2,100 | 728 |
| | Skykomish | 10 | 0 |
| Snoqualmie | ((1,500)) <u>719</u> | 4,425 | |
| Yarrow Point | 10 | 0 | |
| Cities and Towns Subtotal | | ((17,583)) <u>16,353</u> | 17,891 |
| Urban Unincorporated | Auburn PAA | 12 | 0 |
| | Bellevue PAA | 17 | 0 |
| | Black Diamond PAA | 328 | 0 |
| | Issaquah PAA | 35 | 0 |
| | Kent PAA | 3 | 300 |
| | Newcastle PAA | 1 | 0 |
| | Pacific PAA | 134 | 0 |
| | Redmond PAA | 120 | 0 |
| | Sammamish PAA | 194 | 0 |
| | Unaffiliated Urban Unincorporated | 448 | 400 |
| Urban Unincorporated Subtotal | | 1,292 | 700 |
| Urban Growth Area Total | | ((308,677)) <u>307,447</u> | 490,831 |

In the Countywide Planning Policies Housing Chapter, starting on page 39, amend as follows:

Table H-1: King County Countywide and Jurisdictional Housing Needs 2019-2044

| | | Countywide Net New Permanent Housing Units Needed, 2019-2044 ² | | | | | | | Countywide Net New Emergency Housing Needs ³ | |
|---|-------------|---|----------------|---------------|----------------|----------------|----------------|----------------|---|---------------|
| | | Total | 0 to ≤30% | | >30 to ≤50% | >50 to ≤80% | >80 to ≤100% | >100 to ≤120% | | >120% |
| | | | Non-PSH | PSH | | | | | | |
| Countywide Total Future Housing Needed: 2044 | | ((1,269,628)) | ((113,790)) | ((49,064)) | ((139,718)) | ((177,590)) | ((195,934)) | ((136,061)) | ((457,471)) | ((65,054)) |
| | | <u>1,268,398</u> | <u>113,644</u> | <u>49,060</u> | <u>139,596</u> | <u>177,461</u> | <u>195,825</u> | <u>135,938</u> | <u>456,874</u> | <u>65,026</u> |
| Countywide Baseline Housing Supply: 2019⁴ | | 960,951 | 32,213 | 6,168 | 91,505 | 155,214 | 181,009 | 119,133 | 375,709 | 6,071 |
| Countywide Net New Housing Needed: 2019-2044 | | ((308,677)) | ((81,577)) | ((42,896)) | ((48,213)) | ((22,376)) | ((14,925)) | ((16,928)) | ((81,762)) | ((58,983)) |
| | | <u>307,447</u> | <u>81,431</u> | <u>42,892</u> | <u>48,091</u> | <u>22,247</u> | <u>14,816</u> | <u>16,805</u> | <u>81,165</u> | <u>58,955</u> |
| | | Jurisdictional Net New Permanent Housing Units Needed, 2019-2044 | | | | | | | Jurisdictional Net New Emergency Housing Needs | |
| | | Total | 0 to ≤30% | | >30 to ≤50% | >50 to ≤80% | >80 to ≤100% | >100 to ≤120% | | >120% |
| | | | Non-PSH | PSH | | | | | | |
| Metropolitan Cities | Bellevue | 35,000 | 11,925 | 6,270 | 8,780 | 2,671 | 703 | 798 | 3,853 | 6,688 |
| | Seattle | 112,000 | 28,572 | 15,024 | 19,144 | 7,986 | 5,422 | 6,150 | 29,702 | 21,401 |
| Core Cities | Auburn | 12,000 | 1,543 | 812 | 309 | 616 | 1,146 | 1,299 | 6,275 | 2,293 |
| | Bothell | 5,800 | 2,100 | 1,105 | 819 | 654 | 147 | 167 | 808 | 1,108 |
| | Burien | 7,500 | 1,444 | 759 | 524 | 407 | 574 | 650 | 3,142 | 1,433 |
| | Federal Way | 11,260 | 1,799 | 946 | 842 | 208 | 981 | 1,112 | 5,372 | 2,152 |
| | Issaquah | 3,500 | 1,093 | 575 | 868 | 460 | 66 | 75 | 363 | 669 |
| | Kent | 10,200 | 1,872 | 984 | 788 | 318 | 820 | 929 | 4,489 | 1,949 |
| | Kirkland | 13,200 | 4,842 | 2,546 | 3,052 | 1,022 | 228 | 259 | 1,251 | 2,522 |
| | Redmond | 20,000 | 7,025 | 3,694 | 3,870 | 2,765 | 348 | 394 | 1,904 | 3,822 |
| | Renton | 17,000 | 4,110 | 2,161 | 1,624 | 1,019 | 1,062 | 1,205 | 5,819 | 3,248 |
| | SeaTac | 5,900 | 646 | 340 | 183 | 143 | 603 | 683 | 3,302 | 1,127 |
| Tukwila | 6,500 | 896 | 471 | 274 | 214 | 610 | 692 | 3,343 | 1,242 | |

²The countywide need projections are derived from the Washington State Department of Commerce and were adjusted to align with the adopted housing growth targets for the planning period to ensure jurisdictions are planning for growth that is consistent with the goals of the Development Patterns Chapter.

³ “Emergency Housing” includes emergency housing and emergency shelter and is in addition to permanent housing needs.

⁴ Data on baseline housing supply is estimated using 2020 Office of Financial Management data on total housing units, and 2014-2018 Comprehensive Housing Affordability Strategy and 2020 Public Use Microdata Sample data on the distribution of units at different income levels. These data sources are used to align with Department of Commerce countywide need baseline data, even though the King County growth target setting process began in 2019.

| | | Jurisdictional Net New Permanent Housing Units Needed, 2019-2044 | | | | | | | Jurisdictional Net New Emergency Housing Needs | |
|-----------------------------------|-----------------------------|--|---------------------------|---------------------------|-------------------------|----------------------|---------------------|-------------------------|--|------------------------|
| | | Total | 0 to ≤30% | | >30 to ≤50% | >50 to ≤80% | >80 to ≤100% | >100 to ≤120% | | >120% |
| | | | Non-PSH | PSH | | | | | | |
| High Capacity Transit Communities | Des Moines | 3,800 | 790 | 415 | 231 | 227 | 281 | 318 | 1,538 | 726 |
| | Kenmore | 3,070 | 1,063 | 559 | 483 | 393 | 75 | 85 | 412 | 587 |
| | Lake Forest Park | 870 | 313 | 164 | 143 | 140 | 14 | 16 | 80 | 166 |
| | Mercer Island | 1,239 | 339 | 178 | 202 | 488 | 4 | 5 | 23 | 237 |
| | Newcastle | 1,480 | 627 | 329 | 433 | 22 | 9 | 10 | 50 | 283 |
| | Shoreline | 13,330 | 3,617 | 1,902 | 2,710 | 740 | 573 | 650 | 3,138 | 2,547 |
| | Woodinville | 2,033 | 854 | 449 | 354 | 156 | 29 | 33 | 158 | 388 |
| Cities and Towns | Algona | 170 | 32 | 17 | 8 | 7 | 14 | 16 | 76 | 32 |
| | Beaux Arts ⁵ | 1 | 1 | - | - | - | - | - | - | - |
| | Black Diamond | 2,900 | 745 | 392 | 203 | 410 | 151 | 171 | 828 | 554 |
| | Carnation | ((799)) 350 | ((239)) 189 | ((126)) 127 | ((23)) 13 | ((85)) 23 | ((43)) 0 | ((48)) 1 | ((235)) 0 | ((153)) 143 |
| | Clyde Hill | 10 | 3 | 2 | 2 | 3 | - | - | - | 2 |
| | Covington | 4,310 | 1,016 | 535 | 603 | - | 283 | 321 | 1,552 | 824 |
| | Duvall | 890 | 268 | 141 | - | 266 | 28 | 32 | 155 | 170 |
| | Enumclaw | 1,057 | 162 | 85 | 39 | 61 | 93 | 106 | 511 | 202 |
| | Hunts Point ⁵ | 1 | 1 | - | - | - | - | - | - | - |
| | Maple Valley | 1,720 | 542 | 285 | 320 | 26 | 72 | 81 | 394 | 329 |
| | Medina | 19 | 5 | 3 | 3 | 8 | - | - | - | 4 |
| | Milton | 50 | 13 | 7 | - | 8 | 3 | 3 | 16 | 10 |
| | Normandy Park | 153 | 41 | 21 | 32 | 17 | 6 | 6 | 30 | 29 |
| | North Bend | 1,748 | 433 | 228 | 121 | 221 | 98 | 111 | 536 | 334 |
| | Pacific | 135 | 23 | 12 | 4 | 6 | 12 | 13 | 65 | 26 |
| | Sammamish | 2,100 | 950 | 499 | 419 | 232 | - | - | - | 401 |
| | Skykomish | 10 | 2 | 1 | - | 1 | 1 | 1 | 4 | 2 |
| Snoqualmie | ((1,500)) 719 | ((472)) 374 | ((248)) 244 | ((233)) 117 | ((82)) 16 | ((61)) 0 | ((69)) 0 | ((335)) 0 | ((287)) 269 | |
| Yarrow Point | 10 | 4 | 2 | 3 | 1 | - | - | - | 2 | |

⁵ Beaux Arts Village and Hunts Point both have growth targets of one unit, meaning their total need allocated is also one unit. The allocation process divides that unit up into multiple area median income bands, but to get need allocations that are whole numbers, we round all allocations in each area median income band and the emergency housing/shelter category.

| | | Jurisdictional Net New Permanent Housing Units Needed, 2019-2044 | | | | | | | Jurisdictional Net New Emergency Housing Needs | |
|----------------------|-----------------------------------|--|-----------|-----|-------------|-------------|--------------|---------------|--|-------|
| | | Total | 0 to ≤30% | | >30 to ≤50% | >50 to ≤80% | >80 to ≤100% | >100 to ≤120% | | >120% |
| Urban Unincorporated | Urban Unincorporated ⁶ | 5,412 | 1,157 | 608 | 571 | 292 | 366 | 415 | 2,003 | 1,034 |
| | | | | | | | | | | |

⁶ This includes all Potential Annexation Areas within the High Capacity Transit Communities and Urban Unincorporated King County regional geographies.

In the Countywide Planning Policies Appendix 4: Housing Technical Appendix, starting on page 75, amend as follows:

To arrive at countywide net new permanent housing needs for by income level and permanent supportive housing, King County selected the net new units needed from Commerce's medium projections and scaled the net new units needed proportionately to equal King County's housing growth target to build on and maintain consistency with the population projection and assumptions about regional growth. The 2025 reconciliation process reduced housing growth targets for the cities of Carnation and Snoqualmie. To meet the Department of Commerce's minimum standards for allocating housing need, the total housing need for these two cities is slightly higher than either city's housing growth target.

In the Countywide Planning Policies Appendix 4: Housing Technical Appendix, starting on page 77, amend as follows:

Table H-2: King County Countywide and Jurisdictional Housing Needs 2019-2044

| | | Countywide Permanent Housing Needs ⁷ | | | | | | | | Countywide Emergency Housing Needs ⁸ | |
|---|-------------------------|---|------------------------|-----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|---|--------|
| | | Total | 0 to ≤30% | | >30 to ≤50% | >50 to ≤80% | >80 to ≤100% | >100 to ≤120% | >120% | | |
| | | | Non-PSH | PSH | | | | | | | |
| Countywide Total Future Housing Needed: 2044 | | ((1,269,628)) | ((113,790)) | ((49,064)) | ((139,718)) | ((177,590)) | ((195,934)) | ((136,061)) | ((457,471)) | ((65,054)) | |
| | | <u>1,268,398</u> | <u>113,644</u> | <u>49,060</u> | <u>139,596</u> | <u>177,461</u> | <u>195,825</u> | <u>135,938</u> | <u>456,874</u> | <u>65,026</u> | |
| Countywide Baseline Housing Supply: 2019⁹ | | 960,951 | 32,213 | 6,168 | 91,505 | 155,214 | 181,009 | 119,133 | 375,709 | 6,071 | |
| Countywide Net New Housing Needed: 2019-2044 | | ((308,677)) | ((81,577)) | ((42,896)) | ((48,213)) | ((22,376)) | ((14,925)) | ((16,928)) | ((81,762)) | ((58,983)) | |
| | | <u>307,447</u> | <u>81,431</u> | <u>42,892</u> | <u>48,091</u> | <u>22,247</u> | <u>14,816</u> | <u>16,805</u> | <u>81,165</u> | <u>58,955</u> | |
| | | Jurisdictional Permanent Housing Needs | | | | | | | | Jurisdictional Emergency Housing Needs | |
| | | Total | 0 to ≤30% | | >30 to ≤50% | >50 to ≤80% | >80 to ≤100% | >100 to ≤120% | >120% | | |
| | | | Non-PSH | PSH | | | | | | | |
| Metropolitan Cities | Bellevue | Total Future Need: 2044 | 99,687 | 13,680 | 6,392 | 11,121 | 8,213 | 13,622 | 9,186 | 37,473 | 6,888 |
| | | Baseline Supply: 2019 | 64,687 | 1,755 | 122 | 2,341 | 5,542 | 12,919 | 8,388 | 33,620 | 200 |
| | | Net New Need: 2019-2044 | 35,000 | 11,925 | 6,270 | 8,780 | 2,671 | 703 | 798 | 3,853 | 6,688 |
| | Seattle | Total Future Need: 2044 | 480,307 | 42,041 | 20,255 | 45,691 | 62,050 | 76,752 | 50,327 | 183,191 | 25,734 |
| | | Baseline Supply: 2019 | 368,307 | 13,469 | 5231 | 26,547 | 54,064 | 71,330 | 44,177 | 153,489 | 4,333 |
| | | Net New Need: 2019-2044 | 112,000 | 28,572 | 15,024 | 19,144 | 7,986 | 5,422 | 6,150 | 29,702 | 21,401 |
| Core Cities | Auburn | Total Future Need: 2044 | 40,049 | 2,619 | 1,049 | 8,338 | 8,691 | 5,573 | 4,601 | 9,178 | 2,351 |
| | | Baseline Supply: 2019 | 28,049 | 1,076 | 237 | 8,029 | 8,075 | 4,427 | 3,302 | 2,903 | 58 |
| | | Net New Need: 2019-2044 | 12,000 | 1,543 | 812 | 309 | 616 | 1,146 | 1,299 | 6,275 | 2,293 |
| | Bothell | Total Future Need: 2044 | 18,482 | 2,487 | 1,105 | 2,077 | 2,401 | 2,679 | 2,026 | 5,707 | 1,119 |
| | | Baseline Supply: 2019 | 12,682 | 387 | - | 1,258 | 1,747 | 2,532 | 1,859 | 4,899 | 11 |
| | | Net New Need: 2019-2044 | 5,800 | 2,100 | 1,105 | 819 | 654 | 147 | 167 | 808 | 1,108 |
| Burien | Total Future Need: 2044 | 28,285 | 2,434 | 759 | 4,457 | 5,849 | 4,346 | 3,354 | 7,086 | 1,683 | |
| | Baseline Supply: 2019 | 20,785 | 990 | - | 3,933 | 5,442 | 3,772 | 2,704 | 3,944 | 250 | |

⁷ The countywide need projections are derived from the Washington State Department of Commerce and were adjusted to align with the adopted housing growth targets for the planning period to ensure jurisdictions are planning for growth that is consistent with the goals of the Development Patterns Chapter.

⁸ “Emergency Housing” includes emergency housing and emergency shelter and is in addition to permanent housing needs.

⁹ Data on baseline housing supply is estimated using 2020 Office of Financial Management data on total housing units, and 2014-2018 Comprehensive Housing Affordability Strategy and 2020 Public Use Microdata Sample data on the distribution of units at different income levels. These data sources are used to align with Department of Commerce countywide need baseline data, even though the King County growth target setting process began in 2019.

| | | | | | | | | | |
|-------------------------|-------|-------|-----|-----|-----|-----|-----|-------|-------|
| Net New Need: 2019-2044 | 7,500 | 1,444 | 759 | 524 | 407 | 574 | 650 | 3,142 | 1,433 |
|-------------------------|-------|-------|-----|-----|-----|-----|-----|-------|-------|

| | | Jurisdictional Permanent Housing Needs | | | | | | | Jurisdictional Emergency Housing Needs | | |
|--------------------------------------|-------------------------|--|----------------------|-------|----------------|----------------|-----------------|------------------|--|--------|-------|
| | | Total | 0 to ≤30% Non-PSH | PSH | >30 to ≤50% | >50 to ≤80% | >80 to ≤100% | >100 to ≤120% | | >120% | |
| Core Cities | Federal Way | Total Future Need: 2044 | 48,937 | 3,424 | 1,024 | 7,754 | 13,283 | 8,190 | 4,528 | 10,734 | 2,259 |
| | | Baseline Supply: 2019 | 37,677 | 1,625 | 78 | 6,912 | 13,075 | 7,209 | 3,416 | 5,362 | 107 |
| | | Net New Need: 2019-2044 | 11,260 | 1,799 | 946 | 842 | 208 | 981 | 1,112 | 5,372 | 2,152 |
| | Issaquah | Total Future Need: 2044 | 20,803 | 1,829 | 575 | 1,604 | 1,955 | 3,534 | 2,120 | 9,186 | 673 |
| | | Baseline Supply: 2019 | 17,303 | 736 | - | 736 | 1,495 | 3,468 | 2,045 | 8,823 | 4 |
| | | Net New Need: 2019-2044 | 3,500 | 1,093 | 575 | 868 | 460 | 66 | 75 | 363 | 669 |
| | Kent | Total Future Need: 2044 | 59,357 | 3,953 | 984 | 9,770 | 15,367 | 11,275 | 8,142 | 9,866 | 2,118 |
| | | Baseline Supply: 2019 | 49,157 | 2,081 | - | 8,982 | 15,049 | 10,455 | 7,213 | 5,377 | 169 |
| | | Net New Need: 2019-2044 | 10,200 | 1,872 | 984 | 788 | 318 | 820 | 929 | 4,489 | 1,949 |
| | Kirkland | Total Future Need: 2044 | 53,218 | 5,882 | 2,558 | 4,836 | 4,756 | 8,369 | 5,472 | 21,345 | 2,671 |
| | | Baseline Supply: 2019 | 40,018 | 1,040 | 12 | 1,784 | 3,734 | 8,141 | 5,213 | 20,094 | 149 |
| | | Net New Need: 2019-2044 | 13,200 | 4,842 | 2,546 | 3,052 | 1,022 | 228 | 259 | 1,251 | 2,522 |
| | Redmond | Total Future Need: 2044 | 51,739 | 7,778 | 3,752 | 5,274 | 4,949 | 9,618 | 5,233 | 15,135 | 4,023 |
| | | Baseline Supply: 2019 | 31,739 | 753 | 58 | 1,404 | 2,184 | 9,270 | 4,839 | 13,231 | 201 |
| | | Net New Need: 2019-2044 | 20,000 | 7,025 | 3,694 | 3,870 | 2,765 | 348 | 394 | 1,904 | 3,822 |
| | Renton | Total Future Need: 2044 | 60,362 | 5,520 | 2,393 | 7,830 | 10,278 | 11,925 | 8,193 | 14,223 | 3,362 |
| | | Baseline Supply: 2019 | 43,362 | 1,410 | 232 | 6,206 | 9,259 | 10,863 | 6,988 | 8,404 | 114 |
| | | Net New Need: 2019-2044 | 17,000 | 4,110 | 2,161 | 1,624 | 1,019 | 1,062 | 1,205 | 5,819 | 3,248 |
| SeaTac | Total Future Need: 2044 | 17,674 | 960 | 352 | 3,217 | 4,184 | 2,886 | 1,558 | 4,517 | 1,127 | |
| | Baseline Supply: 2019 | 11,774 | 314 | 12 | 3,034 | 4,041 | 2,283 | 875 | 1,215 | - | |
| | Net New Need: 2019-2044 | 5,900 | 646 | 340 | 183 | 143 | 603 | 683 | 3,302 | 1,127 | |
| Tukwila | Total Future Need: 2044 | 15,243 | 1,148 | 559 | 2,548 | 3,275 | 2,210 | 1,317 | 4,186 | 1,242 | |
| | Baseline Supply: 2019 | 8,743 | 252 | 88 | 2,274 | 3,061 | 1,600 | 625 | 843 | - | |
| | Net New Need: 2019-2044 | 6,500 | 896 | 471 | 274 | 214 | 610 | 692 | 3,343 | 1,242 | |
| High Capacity Transit Communities | Des Moines | Total Future Need: 2044 | 17,022 | 1,246 | 415 | 2,857 | 3,537 | 2,933 | 1,948 | 4,086 | 726 |
| | | Baseline Supply: 2019 | 13,222 | 456 | - | 2,626 | 3,310 | 2,652 | 1,630 | 2,548 | - |
| | | Net New Need: 2019-2044 | 3,800 | 790 | 415 | 231 | 227 | 281 | 318 | 1,538 | 726 |
| | Kenmore | Total Future Need: 2044 | 12,659 | 1,422 | 559 | 1,318 | 1,576 | 1,352 | 1,602 | 4,830 | 620 |
| | | Baseline Supply: 2019 | 9,589 | 359 | - | 835 | 1,183 | 1,277 | 1,517 | 4,418 | 33 |
| | | Net New Need: 2019-2044 | 3,070 | 1,063 | 559 | 483 | 393 | 75 | 85 | 412 | 587 |
| | Lake Forest Park | Total Future Need: 2044 | 6,434 | 441 | 173 | 428 | 515 | 712 | 1,056 | 3,109 | 166 |
| | | Baseline Supply: 2019 | 5,564 | 128 | 9 | 285 | 375 | 698 | 1,040 | 3,029 | - |
| | | Net New Need: 2019-2044 | 870 | 313 | 164 | 143 | 140 | 14 | 16 | 80 | 166 |

| | | Jurisdictional Permanent Housing Needs | | | | | | | | Jurisdictional Emergency Housing Needs | |
|-----------------------------------|--------------------------|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|---------------------------------|-----------------------------------|----------------------------------|--|-------|
| | | Total | 0 to ≤30% Non-PSH | PSH | >30 to ≤50% | >50 to ≤80% | >80 to ≤100% | >100 to ≤120% | >120% | | |
| High Capacity Transit Communities | Mercer Island | Total Future Need: 2044 | 11,808 | 613 | 178 | 487 | 674 | 1,510 | 1,239 | 7,107 | 237 |
| | | Baseline Supply: 2019 | 10,569 | 274 | - | 285 | 186 | 1,506 | 1,234 | 7,084 | - |
| | | Net New Need: 2019-2044 | 1,239 | 339 | 178 | 202 | 488 | 4 | 5 | 23 | 237 |
| | Newcastle | Total Future Need: 2044 | 6,952 | 703 | 329 | 566 | 399 | 614 | 514 | 3,827 | 283 |
| | | Baseline Supply: 2019 | 5,472 | 76 | - | 133 | 377 | 605 | 504 | 3,777 | - |
| | | Net New Need: 2019-2044 | 1,480 | 627 | 329 | 433 | 22 | 9 | 10 | 50 | 283 |
| | Shoreline | Total Future Need: 2044 | 37,372 | 4,776 | 1,991 | 4,234 | 4,499 | 5,059 | 4,109 | 12,704 | 2,620 |
| | | Baseline Supply: 2019 | 24,042 | 1,159 | 89 | 1,524 | 3,759 | 4,486 | 3,459 | 9,566 | 73 |
| | | Net New Need: 2019-2044 | 13,330 | 3,617 | 1,902 | 2,710 | 740 | 573 | 650 | 3,138 | 2,547 |
| Woodinville | Total Future Need: 2044 | 7,928 | 921 | 449 | 640 | 625 | 1,360 | 902 | 3,031 | 388 | |
| | Baseline Supply: 2019 | 5,895 | 67 | - | 286 | 469 | 1,331 | 869 | 2,873 | - | |
| | Net New Need: 2019-2044 | 2,033 | 854 | 449 | 354 | 156 | 29 | 33 | 158 | 388 | |
| Cities and Towns | Algona | Total Future Need: 2044 | 1,219 | 55 | 17 | 318 | 407 | 196 | 88 | 138 | 32 |
| | | Baseline Supply: 2019 | 1,049 | 23 | - | 310 | 400 | 182 | 72 | 62 | - |
| | | Net New Need: 2019-2044 | 170 | 32 | 17 | 8 | 7 | 14 | 16 | 76 | 32 |
| | Beaux Arts ¹⁰ | Total Future Need: 2044 | 120 | 1 | - | 4 | 9 | 2 | 10 | 94 | - |
| | | Baseline Supply: 2019 | 119 | - | - | 4 | 9 | 2 | 10 | 94 | - |
| | | Net New Need: 2019-2044 | 1 | 1 | - | - | - | - | - | - | - |
| | Black Diamond | Total Future Need: 2044 | 4,742 | 826 | 392 | 445 | 641 | 512 | 498 | 1,428 | 554 |
| | | Baseline Supply: 2019 | 1,842 | 81 | - | 242 | 231 | 361 | 327 | 600 | - |
| | | Net New Need: 2019-2044 | 2,900 | 745 | 392 | 203 | 410 | 151 | 171 | 828 | 554 |
| Carnation | Total Future Need: 2044 | ((1,614)) <u>1,165</u> | ((244)) <u>194</u> | ((126)) <u>127</u> | ((164)) <u>154</u> | ((215)) <u>153</u> | ((130)) <u>87</u> | ((1,116)) <u>64</u> | ((624)) <u>389</u> | ((153)) <u>143</u> | |
| | Baseline Supply: 2019 | 815 | 5 | - | 141 | 130 | 87 | 63 | 389 | - | |
| | Net New Need: 2019-2044 | ((799)) <u>350</u> | ((239)) <u>189</u> | ((126)) <u>127</u> | ((23)) <u>13</u> | ((85)) <u>23</u> | ((43)) <u>0</u> | ((48)) <u>1</u> | ((235)) <u>0</u> | ((153)) <u>143</u> | |
| Clyde Hill | Total Future Need: 2044 | 1,106 | 27 | 2 | 30 | 26 | 52 | 104 | 865 | 2 | |
| | Baseline Supply: 2019 | 1,096 | 24 | - | 28 | 23 | 52 | 104 | 865 | - | |
| | Net New Need: 2019-2044 | 10 | 3 | 2 | 2 | 3 | - | - | - | 2 | |

¹⁰ Beaux Arts Village and Hunts Point both have growth targets of one unit, meaning their total need allocated is also one unit. The allocation process divides that unit up into multiple area median income bands, but to get need allocations that are whole numbers, we round all allocations in each area median income band and the Emergency Housing/Shelter category.

Cities and Towns

| | | Jurisdictional Permanent Housing Needs | | | | | | | Jurisdictional Emergency Housing Needs | |
|---------------------------|-------------------------|--|----------------------|-----|----------------|----------------|-----------------|------------------|--|-------|
| | | Total | 0 to ≤30% Non-PSH | PSH | >30 to ≤50% | >50 to ≤80% | >80 to ≤100% | >100 to ≤120% | | >120% |
| Covington | Total Future Need: 2044 | 11,460 | 1,087 | 535 | 1,165 | 1,821 | 1,875 | 1,457 | 3,520 | 824 |
| | Baseline Supply: 2019 | 7,150 | 71 | - | 562 | 1,821 | 1,592 | 1,136 | 1,968 | - |
| | Net New Need: 2019-2044 | 4,310 | 1,016 | 535 | 603 | - | 283 | 321 | 1,552 | 824 |
| Duvall | Total Future Need: 2044 | 3,668 | 316 | 141 | 221 | 341 | 323 | 321 | 2,005 | 195 |
| | Baseline Supply: 2019 | 2,778 | 48 | - | 221 | 75 | 295 | 289 | 1,850 | 25 |
| | Net New Need: 2019-2044 | 890 | 268 | 141 | - | 266 | 28 | 32 | 155 | 170 |
| Enumclaw | Total Future Need: 2044 | 6,422 | 436 | 85 | 1,520 | 1,665 | 1,141 | 461 | 1,114 | 202 |
| | Baseline Supply: 2019 | 5,365 | 274 | - | 1,481 | 1,604 | 1,048 | 355 | 603 | - |
| | Net New Need: 2019-2044 | 1,057 | 162 | 85 | 39 | 61 | 93 | 106 | 511 | 202 |
| Hunts Point ¹⁰ | Total Future Need: 2044 | 186 | 1 | - | 15 | 5 | 3 | 15 | 147 | - |
| | Baseline Supply: 2019 | 185 | - | - | 15 | 5 | 3 | 15 | 147 | - |
| | Net New Need: 2019-2044 | 1 | 1 | - | - | - | - | - | - | - |
| Maple Valley | Total Future Need: 2044 | 11,155 | 706 | 285 | 752 | 1,070 | 2,372 | 2,065 | 3,905 | 329 |
| | Baseline Supply: 2019 | 9,435 | 164 | - | 432 | 1,044 | 2,300 | 1,984 | 3,511 | - |
| | Net New Need: 2019-2044 | 1,720 | 542 | 285 | 320 | 26 | 72 | 81 | 394 | 329 |
| Medina | Total Future Need: 2044 | 1,151 | 34 | 3 | 32 | 26 | 45 | 107 | 904 | 4 |
| | Baseline Supply: 2019 | 1,132 | 29 | - | 29 | 18 | 45 | 107 | 904 | - |
| | Net New Need: 2019-2044 | 19 | 5 | 3 | 3 | 8 | - | - | - | 4 |
| Milton | Total Future Need: 2044 | 737 | 20 | 7 | 211 | 119 | 224 | 74 | 82 | 10 |
| | Baseline Supply: 2019 | 687 | 7 | - | 211 | 111 | 221 | 71 | 66 | - |
| | Net New Need: 2019-2044 | 50 | 13 | 7 | - | 8 | 3 | 3 | 16 | 10 |
| Normandy Park | Total Future Need: 2044 | 2,960 | 170 | 21 | 166 | 285 | 230 | 826 | 1,262 | 29 |
| | Baseline Supply: 2019 | 2,807 | 129 | - | 134 | 268 | 224 | 820 | 1,232 | - |
| | Net New Need: 2019-2044 | 153 | 41 | 21 | 32 | 17 | 6 | 6 | 30 | 29 |
| North Bend | Total Future Need: 2044 | 4,699 | 562 | 228 | 526 | 626 | 462 | 383 | 1,912 | 334 |
| | Baseline Supply: 2019 | 2,951 | 129 | - | 405 | 405 | 364 | 272 | 1,376 | - |
| | Net New Need: 2019-2044 | 1,748 | 433 | 228 | 121 | 221 | 98 | 111 | 536 | 334 |
| Pacific | Total Future Need: 2044 | 2,601 | 60 | 12 | 814 | 889 | 474 | 157 | 195 | 26 |
| | Baseline Supply: 2019 | 2,466 | 37 | - | 810 | 883 | 462 | 144 | 130 | - |
| | Net New Need: 2019-2044 | 135 | 23 | 12 | 4 | 6 | 12 | 13 | 65 | 26 |

| | | Jurisdictional Permanent Housing Needs | | | | | | | | Jurisdictional Emergency Housing Needs |
|---------------------------------------|-------------------------|--|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|-------------------------------|--|
| | | Total | 0 to ≤30% Non-PSH | PSH | >30 to ≤50% | >50 to ≤80% | >80 to ≤100% | >100 to ≤120% | >120% | |
| Sammamish | Total Future Need: 2044 | 24,643 | 1,060 | 499 | 760 | 773 | 1,899 | 2,024 | 17,628 | 401 |
| | Baseline Supply: 2019 | 22,543 | 110 | - | 341 | 541 | 1,899 | 2,024 | 17,628 | - |
| | Net New Need: 2019-2044 | 2,100 | 950 | 499 | 419 | 232 | - | - | - | 401 |
| Skykomish | Total Future Need: 2044 | 163 | 11 | 1 | 67 | 19 | 25 | 7 | 33 | 2 |
| | Baseline Supply: 2019 | 153 | 9 | - | 67 | 18 | 24 | 6 | 29 | - |
| | Net New Need: 2019-2044 | 10 | 2 | 1 | - | 1 | 1 | 1 | 4 | 2 |
| Snoqualmie | Total Future Need: 2044 | ((6,174)) 5,393 | ((521)) 423 | ((248)) 244 | ((379)) 263 | ((349)) 283 | ((413)) 352 | ((630)) 561 | ((3,634)) 3,299 | ((318)) 300 |
| | Baseline Supply: 2019 | 4,674 | 49 | - | 146 | 267 | 352 | 561 | 3,299 | 31 |
| | Net New Need: 2019-2044 | ((1,500)) 719 | ((472)) 374 | ((248)) 244 | ((233)) 117 | ((82)) 16 | ((64)) 0 | ((69)) 0 | ((335)) 0 | ((287)) 269 |
| Yarrow Point | Total Future Need: 2044 | 423 | 8 | 2 | 7 | 9 | 20 | 39 | 338 | 2 |
| | Baseline Supply: 2019 | 413 | 4 | - | 4 | 8 | 20 | 39 | 338 | - |
| | Net New Need: 2019-2044 | 10 | 4 | 2 | 3 | 1 | - | - | - | 2 |
| Urban Unincorporated ¹¹ | Total Future Need: 2044 | 90,067 | 3,770 | 608 | 7,079 | 11,218 | 11,018 | 9,252 | 47,122 | 1,109 |
| | Baseline Supply: 2019 | 84,655 | 2,613 | - | 6,508 | 10,926 | 10,652 | 8,837 | 45,119 | 75 |
| | Net New Need: 2019-2044 | 5,412 | 1,157 | 608 | 571 | 292 | 366 | 415 | 2,003 | 1,034 |

¹¹ This includes all Potential Annexation Areas within the High Capacity Transit Communities and Urban Unincorporated King County regional geographies.



Memorandum

Date: 9/2/2025

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

File No. CM 25-479

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|-------|-----------------|--------------|
| Parks | Loreen Hamilton | 425-979-8280 |
|-------|-----------------|--------------|

DEPARTMENT STAFF:

| | | |
|-------|--------------------|------------------------|
| Parks | Lindsey Falkenburg | Parks Planning Manager |
|-------|--------------------|------------------------|

TITLE:

Award Parks Signage & Wayfinding Standards and Strategy Plan Contract to Toole Design Group, LLC in the Amount of \$99,997

OVERVIEW STATEMENT:

The City Council is being asked to award a contract to Toole Design Group, LLC to provide professional services in the development of a Parks Signage and Wayfinding Standards and Strategy Plan. The contract is in the amount of \$99,997.00.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2023 Parks, Arts, Recreation, Culture and Conservation Plan, Redmond 2050
- **Required:**
Council provides authorization for the Mayor or designee to sign
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This contract with Toole Design Group, LLC, outlines an agreement to provide professional services in the development of a comprehensive Signage and Wayfinding Standards and Strategies Plan. This plan will include a thorough assessment

of current and existing signage and wayfinding in Redmond, as well as stakeholder engagement to ensure the plan aligns with the PARCC Plan and Redmond 2050. Toole Design Group will guide the city through a collaborative process to create standards and guidelines, as well as a strategic implementation plan to support a cohesive and coherent signage and wayfinding system within parks and at specific Citywide points of interest.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
September 2025: Contract Approval by City Council
October 2025: Kick Off of the Signage and Wayfinding Standards and Strategy Plan
November: Existing Conditions Analysis
November - January: Stakeholder Engagement
February - May: Design Standards
May - August: Implementation Plan
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$99,997

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000284

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 Surplus

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-------------|------------------|-------------------------|
| 9/16/2025 | Business Meeting | Approve |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the Parks Planning division would be unable to ensure a parks-wide, comprehensive approach to signage and wayfinding in alignment with the PARCC Plan and Redmond 2050.

ATTACHMENTS:

Attachment A: Bid Submittal from Toole Design Group, LLC

Attachment B: Updated Project Schedule from Toole Design Group, LLC

Attachment C: Consulting Services Agreement - Toole Design Firm Signage and Wayfinding



BID RESPONSE

Responding To:

Bid/Project Number: RFP 10871-25

Bid/Project Title: Parks and Trails Signage & Wayfinding Standards & Strategy Plan

Closing Date: 06/06/2025, 2pm PST

Submitted By:

Name of Company Submitting Response:

Toole Design Group, LLC

Printed Name of Person Submitting Response:

Jessica Fields, PE, AICP

Email:

jfields@tooledesign.com

Signature of Person Submitting Response:

DocuSigned by:

Jessica Fields, PE, AICP

DFBBE8B7B2EF4C6...

Date:

6/6/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here

CITY OF REDMOND
**PARKS AND TRAILS SIGNAGE
AND WAYFINDING STANDARDS
AND STRATEGY PLAN**

RFP 10871-25 ■ JUNE 6, 2025



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1. EXECUTIVE SUMMARY AND OVERALL APPROACH

Toole Design is pleased to submit this proposal for the **Redmond Parks and Trails Signage & Wayfinding Standards & Strategy Plan**.

This Executive Summary summarizes our proposal, firm qualifications, and contact information. It also emphasizes what we see as the most important elements for project success.

Toole Design is excited at the prospect of partnering with the City of Redmond to develop a wayfinding plan that helps the city achieve the values and goals of the Parks, Arts, Recreation, Culture and Conservation (PARCC Plan) and Redmond 2050 (comprehensive plan).

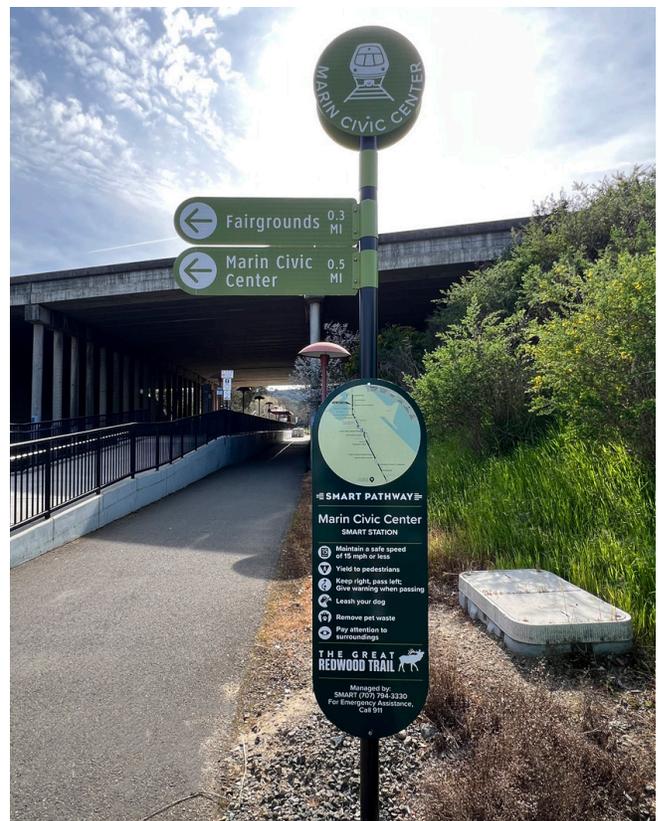
Toole Design will meet the requirements set forth in the Request for Proposals (RFP), and our approach is tailored to those requirements.

While our full approach is shown in detail in the Methodology Section, the following highlights are foundational to our approach and will serve as guideposts throughout the wayfinding sign development process.

We have read and understand the Redmond Zoning Code; 21.44.010 as it relates to sign graphics and design standards.

The project will have four primary tasks:

1. **Project Management:** Toole Design has a reputation for excellent project management. We understand that the key ingredients to successful management includes excellent communication and effective management of scope, schedule, and budget.
2. **Discovery Phase:** An assessment of existing signage and wayfinding conditions to highlight gaps, needs, and opportunities for creating a cohesive signage system that aligns with city branding.
3. **Design Phase:** Identification of a sign family for parks, trails, and key city facilities and destinations along with design concepts for considerations and evaluation by the Parks, Trails and Recreation Commission, and its Signage and Wayfinding Subcommittee and applicable City staff.
4. **Strategy and Documentation:** Development of design intent drawings for the preferred design, along with a full prioritized implementation plan to guide the city in fabrication and installations of a new signage and wayfinding system.



The SMART pathway wayfinding was designed to guide user through a wide range of settings, such as this trailhead beside a train station.

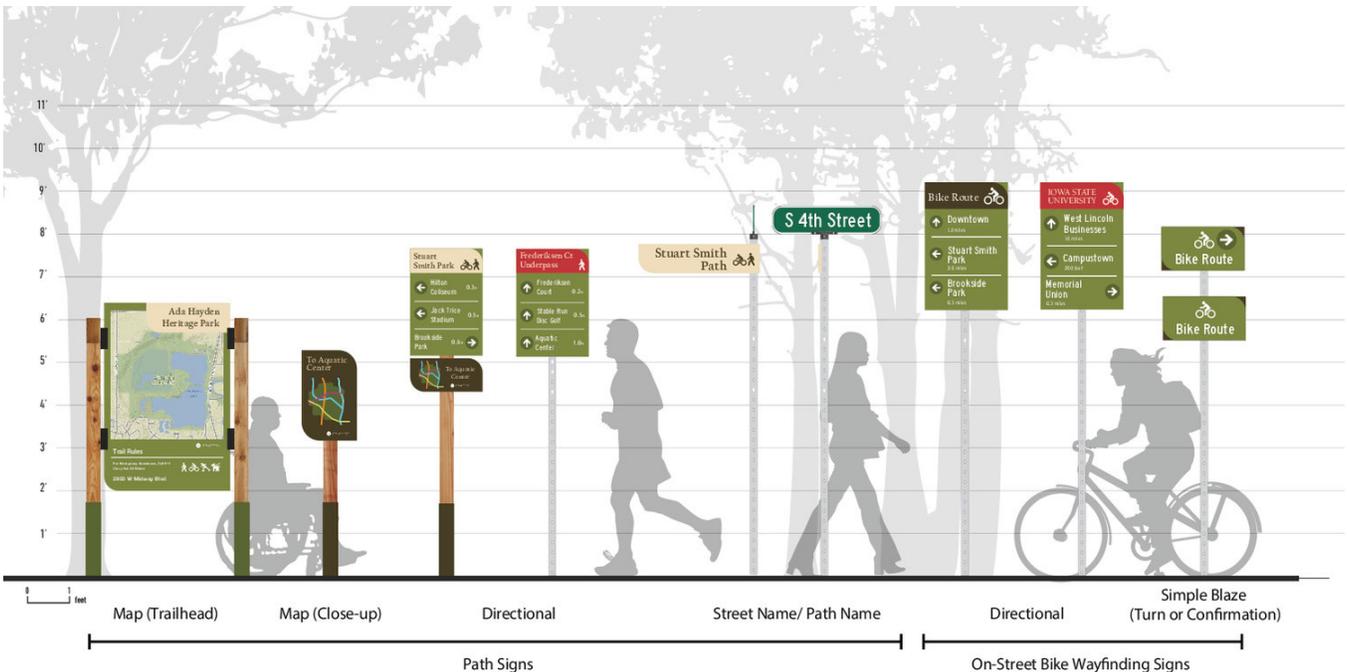
OUR TEAM

Our Project Manager will be Kristen Lohse. As our regional trails and wayfinding lead, Kristen brings national experience working specifically on parks and trails wayfinding and signage. Kristen will be supported by Amalia Leighton Cody, Principal-in-Charge for this project. Amalia brings extensive experience working with various City of Redmond departments and has presented to various committees, commissions, and Councils over her 20 years of working in Redmond. Our team QA/QC lead will be Erin Williams. Erin brings experience designing, specifying, and overseeing the installation of a variety of signs and wayfinding elements specifically in Washington State.

Toole Design views wayfinding as a strategy for connecting people to place. Our interdisciplinary urban design team is passionate about creating transformative designs that are enduring, beautiful, context sensitive, and functional.

Contact Information

Kristen Lohse
206.297.1601 x304 klohse@tooledesign.com



Toole Design's wayfinding practice includes recreation and active transportation on trail, streets, in parks, campuses, and the built environment.

2. METHODOLOGY IN ADVANCING GOALS AND POLICIES

REDMOND PARCC TRAIL SIGNAGE, WAYFINDING AND EMERGENCY RESPONSE

We understand that there is a great interest and opportunity for Redmond to continue to improve trail and trailhead signage and wayfinding, enhance online trail maps, and explore ways to indicate connections to bus and rail transit. With the completion of the Redmond Central Connector, changes to the Marymoor and Eastrail with the completion and openings of the light rail stations, there is expanded opportunities to connect non-motorized travel to local and regional parks.

The scope of this project can forward the actions regarding sign implementation as outlined in PARC:

- Directional and regulatory signage
- Trail user etiquette and hierarchy signage
- Continuous route signage for route identification and wayfinding
- Distance markers or periodic information regarding distance to areas of interest
- Warning signs to caution users of upcoming trail transitions or potential conflicts with motor vehicles
- Interpretive information regarding ecological, historical, and cultural features found along and in proximity to the trail
- QR codes should be considered for access to online trail maps and additional information

Our long standing and on-going work with King County parks can support the coordination of wayfinding and signage to support access and connections to regional parks and trails. Our work on the King County sign manual can support the locations of kiosks for Redmond Parks as they relate to King County Park kiosk location guidelines and standards.

We understand that Redmond is interested in incorporating emergency response system into the wayfinding signage program so that if there is an emergency with the park and trail network people can be located. This could be implemented into signs at destinations, trailheads, and other 'nodes' along the trails by including the emergency locator ID number to help emergency response teams find and address any emergencies.

USER EXPERIENCE, SPATIAL QUALITY, AND WAYFINDING

To achieve a successful, high-quality trail system that draws a variety of users, park and trail managers need to go beyond physical connectivity and deliver a truly rewarding and rich experience to the user. The spaces created in parks and along trails should allow a visitor to experience the route rather than just simply getting to and from destinations. Bicycle and pedestrian amenities like wayfinding can draw people into the trail system the same way people are attracted to well-designed park spaces. In fact, at Toole Design, we often talk of streetscapes and multimodal trail systems as connected linear parks for people to enjoy. Wayfinding provides a tremendous opportunity to elevate the user experience throughout the Redmond Parks system by providing orientation and navigational tools that are aesthetically pleasing, culturally sensitive, inclusive of all ages and abilities, and based on the best digital and analog practices. Our approach to trail wayfinding is to focus on the needs of each individual user to create signage systems that turn the park and trail system and surrounding built environment into an easy-to-navigate landscape. The signs in the Redmond Park system will need will serve the following purposes:

- Informational—maps and orientation cues
- Identification and Confirmation—Redmond community and destination identification, City of Redmond Branding, Eastrail and King County Parks branding, and the Leafline Trails network branding
- Directional—"the breadcrumbs" that enable people to follow a route/reach a destination
- Regulatory—positive trail user management

EQUITY AND INCLUSION

We applaud City of Redmond for recognizing that it is important to make sure the park system benefits are “realized and distributed across diverse populations and settings.” We understand that Redmond wants to make all community members feel welcome in parks and on trails, attract new users, encourage a wider range of park and trail-based activity. This can occur by using wayfinding and signage to create connections between neighborhoods and community hubs as park and trail connections are enhanced and created.

Integrating trail signage and wayfinding with public transportation, bike lanes, or pedestrian pathways can support access to parks for all users and reduce the need to accommodate vehicles at various park facilities.

These goals also requires a project process that includes the voices and embraces the perspective of all trail users, with a central focus on people who represent BIPOC perspectives as well as the disability community. We propose working directly with BIPOC and disability communities from the outset of the project, through concept alternatives and selection, to understand their needs and concerns so they can shape the final product.



Our approach to wayfinding is to center the user experience in our designs; to do this we seek perspectives from a wider range of stakeholders. This often includes providing engagement materials in multiple languages.

3. PROJECT MANAGEMENT APPROACH AND METHODOLOGY

Toole Design has a reputation for excellent project management. We understand that the key ingredients of successful management include excellent communication and effective management of scope, schedule, and budget. Our success is grounded in regular communication with the client to discuss any issues before those issues turn into problems that could impact schedule or budget. In addition, the depth of Toole Design allows additional staff resources to be allocated if project needs arise. Toole Design strives to diversify the skills of our staff members, which increases our team’s overall flexibility and capacity.

Toole Design is also committed to developing high quality work. Quality is achieved through adequate planning, coordination, supervision, and technical direction; proper definition of project requirements and procedures; the use of appropriately skilled personnel; and personnel that perform work functions carefully, accurately, and completely.

TASK 1: PROJECT MANAGEMENT

Following the execution of the project contract, we will develop a project work plan and conduct a kickoff with the Redmond Parks team. The meeting will focus on review of the scope of services, project timeline, key outcomes, and deliverables. After the kickoff meeting, the Toole Design PM will update the detailed project schedule and issue along with meeting minutes.

We will establish a regular check-in meeting between the Project PM and Toole Design PM (we suggest biweekly). All meetings for the project are assumed to occur digitally except where noted otherwise.

This task also includes overall project administration, including monthly invoicing and progress reports.

TASK 1 DELIVERABLES:

- Detailed project schedule
- Kickoff meeting
- PM meeting agendas and action items
- Monthly progress reports and invoicing

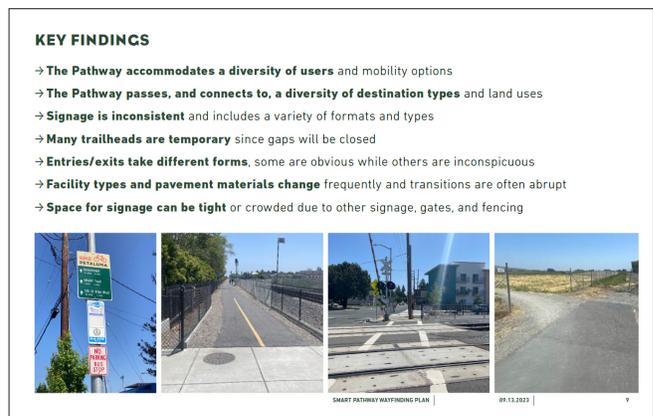
TASK 2: ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING

Our intent with this task will be to understand current branding and wayfinding guidance, document design requirements, and assess the state of park and trails signage system, and identify needs, all to inform the design of the signs.

TASK 2.1: DESKTOP REVIEW

The team will review relevant branding and design guidance documents including:

- City of Redmond Parks, Arts, Recreation, Cultural and Conservation Plan (PARCC Plan)
- Redmond 2050 Comprehensive Plan
- Previous signage studies and improvement efforts
- Current rules for Redmond Parks
- City of Redmond branding
- City of Redmond Transportation Plan and Update
- City of Redmond bicycle design manual guidance
- AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*, 1st Edition
- AASHTO *Guide for the Development of Bicycle Facilities*
- 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design
- Public Rights of Way Accessibility Guidelines
- U.S. Access Board Summary of Accessibility Standards for Federal Outdoor Developed Areas (2014): Trails and Trail Signage



An example of existing conditions findings presented based on fieldwork for SMART Pathway.

TASK 2.2: STATE OF SIGNAGE ASSESSMENT

The team will perform an assessment and analysis of the City of Redmond’s existing signage and wayfinding system as it relates to parks, trails, recreation, and City facilities. We will also assess how the trail system is integrated with both parks and the street network via signage.

Our team believes that a comprehensive inventory of all Redmond’s park signs may not be necessary. We can draw on the PARCC Plan for basic inventory information and supplement that with targeted field work. We propose having two team members conduct in person reviews of existing signage for one business day. Locations to be reviewed will be determined in collaboration with Project PM, and expected to include roughly 5–8 parks, with selection focused on exposing the team to a representative sample, including parks that are and are not following standards, a balance of large and small parks, as well representation of a variety of facility types (i.e., trails, playgrounds, athletic fields, event centers, historic sites, gardens, etc.). Parks staff may elect to join the team for portions of fieldwork to discuss operational challenges of the current system in context.

This assessment will focus on:

- Identifying typical wayfinding sign types and current signage and wayfinding located inside parks, at park facilities
- Identifying typical wayfinding signs on trails and on-street signage and wayfinding that directs users to parks, trails and park facilities from surrounding streets.
- System gaps or inconsistencies, including sign types
- Park and trail user needs
- The state of maintenance of existing signs to understand how the designs are holding up and to inform appropriate material selections

The assessment be used to shape recommendations for addressing wayfinding sign deficiencies, signage that needs to be update or removed, and opportunities for enhancement and future improvements.

The assessment will be documented with photos of current parks signage, as provided by Client and/or as visible on Google Street View, and limited field work.

TASK 2.3: STAKEHOLDER INPUT

We understand that public engagement is not required for this project. However, we feel that engaging key stakeholders, in addition to the Parks, Trails and Recreation Commission, and its Signage and Wayfinding Subcommittee, will ensure the success of the project. For this task, we will develop a brief Public Engagement Plan (PEP) memo with the following information:

- Communication and engagement methods that will be used throughout the project, identifying roles and responsibilities
- Method for promoting meetings and participation Methods of gathering and documenting input, and how public input will inform each phase of development of the brand and wayfinding
- Goals and public input methods for each stakeholder engagement event or effort
- Strategies to bring a range of voices to the project.



Testing sign designs in the field provides important user feedback.

Stakeholder Focus Groups

We find stakeholder groups to be a useful tool for soliciting input from the community in a way that is open and inclusive and allows people to feel heard. The PEP will identify potential stakeholder groups to engage in virtual focus group meetings and include culturally relevant strategies for engaging these populations. Of up to three planned focus group meetings, we propose:

- The first focus group for parks maintenance staff to understand their management of the current sign system and what is working and what is not.
- One meeting to engage existing Redmond parks user groups, but should include a range of user types, including people who walk as well as people who bike, older trail users, and families. We are referring to this focus group as “Park and Trail Users.”
- The remaining meeting is intended to engage BIPOC community members who are not necessarily regular park users. We recommend including the disability community as well, to consider how the signs can promote universal design to benefits all trail users. We are referring to this focus group as “BIPOC/Disability Users.”

TASK 2 DELIVERABLES:

- Comprehensive memo describing, illustrating, and analyzing findings from both desktop and field reviews
- Public Engagement Plan, draft and final
- Facilitation of up to three stakeholder focus groups with meeting summaries
- Presentation to the Parks, Trails and Recreation Commission subcommittee (Meeting #1)

TASK 3: DESIGN STANDARDS

This task will focus on the development of design concepts which address the needs identified in Task 2. These may include a combination of updates to existing sign types, composites of existing elements which are working, and entirely new sign designs. Documentation will be approached as Design Intent guidance, with information geared towards the ability to adapt to various scenarios as signage is updated in different parks or installed in new parks, rather than focusing on illustration of specific scenarios for all Redmond parks.

TASK 3.1: SIGN FAMILY CONCEPTS

Based on needs identified in Task 2, the team will prepare a conceptual Sign Family, outlining the overall size, format, and fabrication approach of the suite of signs. It is expected that not more than 30 sign types will be needed, including types such as major and minor entry signage, pedestrian directionals, vehicular directionals, multi-rule and single-rule signs, and amenity identification. One draft will be provided to the Client PM. Updates will be incorporated into the subsequent presentation, which will include up to three graphic concepts exploring the approach to sign layouts through typography, color, and symbols, on a selection of up to five representative sign types, for example an entry sign, amenity identification sign, a directional sign, a rules sign, and a historic feature sign, presented as an illustrative elevation with key dimensions highlighted. The object at this step is to select an overall graphic approach to the system, as well as identify input required by Staff on typical sign content (i.e., rules language, hours of operation, etc.)



Toole Design explores site concept through mood boards in order to develop distinct conceptual directions.



Concepts are then explored across a limited palette of signs to establish the overall look and feel.

TASK 3.2: DESIGN INTENT DRAWINGS

Based on feedback from Tasks 2 and 3.1, the design team will update the complete recommended sign family to the selected concept. Each sign type will be drawn and diagrammed to illustrate typical usage and placement scenarios, including:

- Primary sign elevation
- Dimensions of major elements
- Color, typography, and material specifications
- Accessible design elements
- Typical placement considerations

Full size prints of up to five representative sign types, mounted on hex board or similar, will be provided for evaluation. Drawings and prints will be submitted three weeks prior to scheduled staff team review. Design team PM will attend a Staff Team Review to answer questions and receive any comments. Any additional comments will be collected and delivered to the design team in one comprehensive summary.

TASK 3 DELIVERABLES:

- Draft Sign Family
- Concept Design Presentation Parks, Trails and Recreation Commission subcommittee (Meeting #2)
- Up to five full size prints
- 50% Design Intent Drawings
- 50% Design Staff Team Review



Design Guidelines pages prepared for Broomfield, CO.

TASK 4: IMPLEMENTATION PLAN

Toole Design will update the Design Intent drawings to address all relevant comments or discuss and resolve with Client PM where not advisable to incorporate. Design drawings will be updated to include final layout approach, messaging/content guidance, dimensions, and specifications.

Concurrent with drawing finalization, the team will develop written portions of the Sign Manual, which instructs future designers, fabricators, and/or operations team members on the use and layout of the new sign standards. The total document (both written and illustrative content) is anticipated to be no more than (80) tabloid size pages, single sided. A Draft Outline will be submitted to PM prior to commencement of writing, but is anticipated to include topics like:

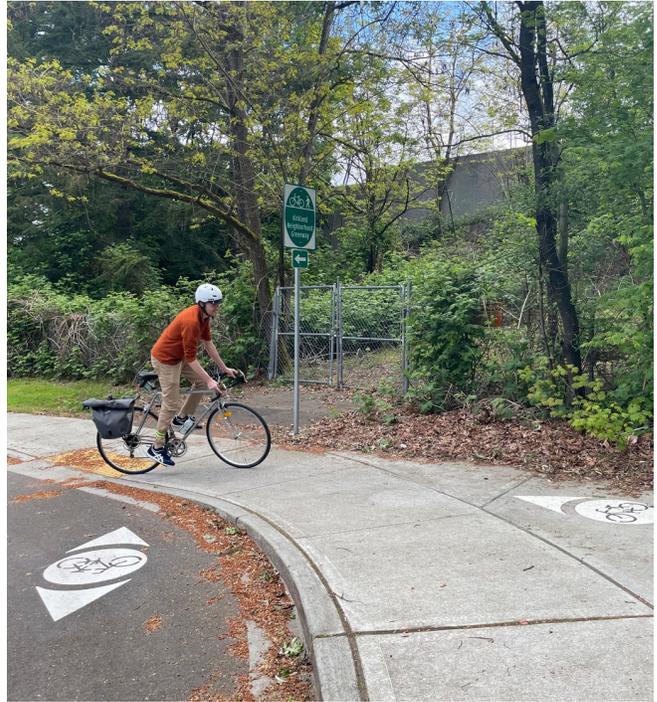
- Goals and objectives
- Overview of Design Process, including stakeholder input
- Glossary of terms
- Typography, Symbol, Color, and Material Specifications
- Use of City of Redmond brand, as well as any relevant sub-branding or co-branding
- Best practices for signage assemblies
- Best practices for accessibility (ADA)
- Design Intent drawings
- Guidance for types of written content for each sign type
- Guidance for abbreviations
- Guidance for multi-lingual messaging
- Guidance for placement and mounting of each sign type
- Guidance on co-location of signs
- Guidance on existing and temporary sign removal
- Priority implementation areas
- Implementation steps and expected timelines

TASK 4 DELIVERABLES:

- Sign Manual Outline
- Draft Sign Manual
- 90% Progress meeting
- Final Sign Manual
- Up to two presentations of the final Sign Manual, including the Parks, Trails and Recreation Commission subcommittee (Meeting #3)
- Source files in Adobe Illustrator format

4. PUBLIC ENGAGEMENT STRATEGY

We acknowledge receipt of the addendum (Q&A as of 6.04.2025) which indicates that public engagement is not a required part of this effort. We have noted our public engagement proposal in the methodology under Task 2.



SCHEDULE

We anticipate a time frame of approximately 10 months.

| Task | 2025 | | | | | | 2026 | | | | |
|---|------|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|
| | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May |
| 1: PROJECT MANAGEMENT | | | | | | | | | | | |
| 1.1: Project Kickoff | ● | | | | | | | | | | |
| 1.2: Ongoing Project Management | | | | | | | | | | | |
| 2: ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING | | | | | | | | | | | |
| 2.1: Desktop Review | | | | | | | | | | | |
| 2.2: State of Signage Assessment | | | | | | | | | | | |
| 2.3: Stakeholder Input | ● | ● | ● | | | | | | | | |
| 3: DESIGN STANDARDS | | | | | | | | | | | |
| 3.1: Sign Family Concepts | | | | ● | | | | | | | |
| 3.2: Design Intent Drawings | | | | | | ● | | | | | |
| 4: IMPLEMENTATION PLAN | | | | | | | | | | | |
| 4.1: Draft Plan | | | | | | | | ● | | | |
| 4.2: Final Plan | | | | | | | | | | | |

● Presentation

5. QUALIFICATIONS AND PROJECT LEAD AND TEAM

FIRM QUALIFICATIONS

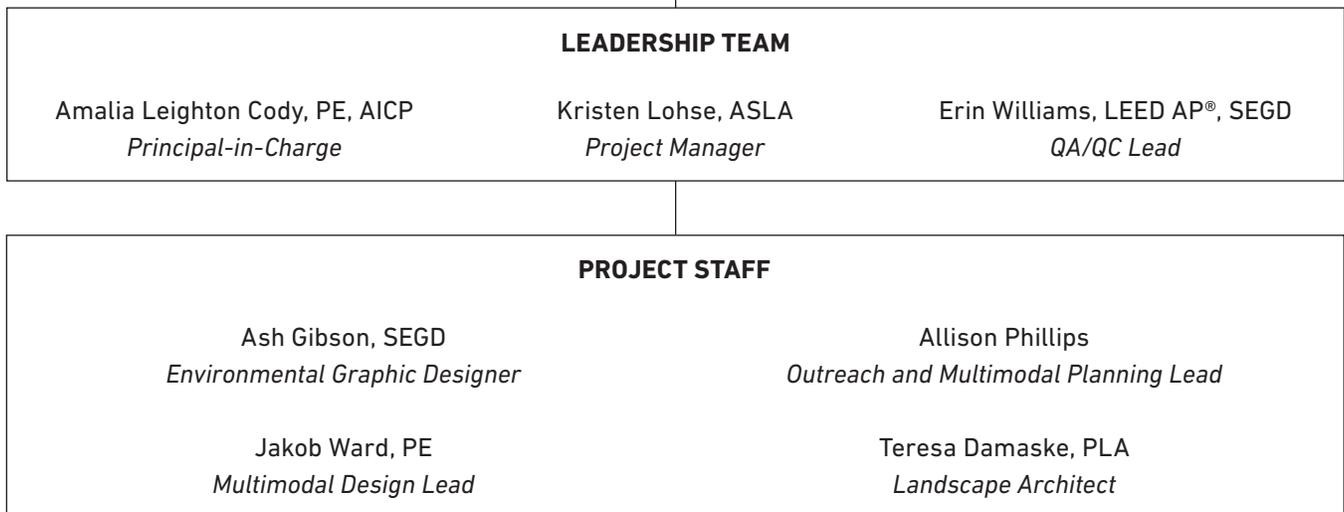
Toole Design has provided high quality multimodal wayfinding plans to clients since Jennifer Toole founded the company in 2003. The Toole Design Team has since grown to 19 offices and nearly 300 employees across the U.S. and Canada.

As a multidisciplinary firm, Toole Design brings experts in environmental graphic design, wayfinding, parks and recreation design, multimodal transportation especially trails, urban design, engagement, and civil engineering design and construction. Our team has a keen understanding of the parks network that serves the people that live, work, and visit Redmond. Since 2008, Toole Design staff have been working in collaboration with City of Redmond and King County Parks to make seamless trail connections to support access to local and regional parks along the King County trail systems.

Toole Design staff have experience in all facets of the development of public wayfinding systems, from concept and route planning through to documentation and installation. Our team has developed wayfinding protocols and manuals, regional wayfinding plans, planning and design of on- and off-road wayfinding systems, informational kiosks, sign construction plans, and has provided oversight of sign installation by both city crews and contractors. For parks facilities our team can support signage and wayfinding appropriate for all parks, trails, and facilities. For trail facilities, our team brings in-depth understanding of the AASHTO Bike and Pedestrian Guides, of which we have authored multiple editions, and we are expert at developing wayfinding that is PROWAG and MUTCD-compliant, while still communicating the unique character of the community.

For this project, Toole Design has assembled a team of creative and skilled environmental graphic designers and planners who specialize in creating high quality user experiences in recreation and active transportation settings.

Toole Design’s staffing plan for this project is included below. We have a deep bench of local and national resources to augment the team as needed. Resumes for all team members begin on the following page.





KRISTEN LOHSE, ASLA

PROJECT MANAGER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 26
 Toole Design: 2013-Present
 MacLeod Reckord: 2005-2012
 Parametrix, Inc.: 1999-2005

EDUCATION / CERTIFICATION

Master of Landscape Architecture, University of Oregon: 1999
 Bachelor of Landscape Architecture, University of Oregon: 1997
 Bachelor of Arts, Art History, Scripps College: 1989

AWARDS

Mariposa Transportation Center Project: Best Comprehensive Plan 2020, APA Small Town and Rural Division
 Westlake Protected Bike Lane Project: #1 New Bike Lane in the U.S., PeopleForBikes: 2016

APPOINTMENTS / AFFILIATIONS

American Society of Landscape Architects
 City of Seattle Bridging the Gap Levy Oversight Committee, Co-Chair: 2010- 2015
 City of Seattle People's Academy for Community Engagement Advisory Board: 2012-2013
 City of Seattle Pedestrian Advisory Board: 2007-2011

Kristen is a Principal Urban Designer with over two decades of experience in multimodal planning and design. In her work, Kristen is intent on creating safe, efficient, convenient transportation systems that contribute to a community's sense of place as high quality, vibrant public spaces. She brings her versatile skill set to the design of wayfinding systems, from the ability to analyze and plan a wayfinding network, to the design of signs and communication of ideas in a graphically-compelling way. She has also worked on several regional-scale trail and bicycle network wayfinding plans, as well as wayfinding systems for high comfort bicycling networks.

SELECTED PROJECT EXPERIENCE

Seattle Parks Trails Classification and Signage Study, Seattle, WA

Kristen is managing this project to develop a trail typology for Seattle Parks that will inform user management strategies to knit together the city's on and off-street trail network. The project will also be developing concepts for wayfinding signs to enhance the experience of all parks users.

Tacoma Dome Station Wayfinding Project, Tacoma, WA

Kristen led this wayfinding sign project to improve navigation at a Pierce Transit transit hub that supports regional and local light rail, heavy rail, local and regional buses, plus two parking garages. Under Kristen's guidance, the team developed multiple design alternatives for consideration and then developed a wayfinding plan and full designs with the preferred design.

Eastrail Wayfinding, King County, WA

King County Parks aims to attract more and diverse users to the new Eastrail corridor, a 42 mile rail to trail corridor under development. Toole Design, under Kristen's management, is leading a team to develop wayfinding strategies that incorporate newly developed Eastrail branding, the multi-county Leafline Regional Trails Coalition branding, and identities for seven local jurisdictions, many with diverse population. The project will draw on Kristen's trail planning expertise, and work with other wayfinding and engagement experts to develop the wayfinding plan delivered through an equitable process.

Eastside Rail Corridor and King County Regional Trails Wayfinding Protocol, King County, WA

As part of the plan for the Eastside Rail Corridor, now known as the Eastrail, Toole Design developed a planning-level customizable protocol for the planning, design, and implementation of wayfinding signs along the 17-mile Eastside Rail Corridor and connecting active transportation facilities. The protocol will also be used through King County's 175-mile regional trail system, which connects over 50 cities, towns, and unincorporated areas. Kristen led the development of the protocol, which draws on national guidance and best practices and is tailored to conditions within King County. Given the many local partners, the protocol focused on contextual guidance and sign placement practices and ease of implementation.



AMALIA LEIGHTON CODY, PE, AICP
PRINCIPAL-IN-CHARGE

PROFESSIONAL HIGHLIGHTS

Years of Experience: 23
Toole Design: 2017-Present
MIG/SvR: 2002-2017

EDUCATION / CERTIFICATION

Bachelor of Science,
Civil Engineering,
University of Washington: 2002

Professional Engineer: CA, WA

American Institute of
Certified Planners

APPOINTMENTS / AFFILIATIONS

Seattle Planning Commission:
2007-2016, Chair: 2014-2016

Seattle Design Commission:
2018-Present

American Planning Association

Institute of Transportation
Engineers

Urban Land Institute

Bridge Program Trainer, Seattle
Works, Public Boards and
Commissions: 2007-2015

American Planners Association
Ten Big Ideas Initiative

Amalia, Toole Design's Director of Engineering, Western U.S., is a civil engineer and planner who brings significant experience in designing trail, park, and roadway projects. Amalia is passionate about planning for changes in the built environment that improve the environment and the livelihood of the surrounding community. She brings significant experience working on master plans and feasibility studies. Amalia successfully partners with municipal agencies and their stakeholders to prepare concepts and documents that emphasize mobility, social equity, and community enhancement. Her experience includes roadway, park and trail planning and design.

SELECTED PROJECT EXPERIENCE

Redmond On-Call Transportation Planning and Engineering, Redmond, WA
Amalia is the Principal-in-Charge for the most recent transportation on-call contract with City of Redmond. Toole Design has performed planning and design services for many years with the City of Redmond. We have successfully performed a range of tasks over the last six years on two transportation on-call contracts, and we have recently started the third round of on-call services. Under these contracts we have developed conceptual level, up to full PS&E for bicycle and pedestrian facilities. Additionally, we have conducted a peer review of the City's Bicycle Level of Traffic Stress Analysis.

Rose Hill Neighborhood Greenways, Kirkland, WA
Toole Design prepared 100% plans, specifications, and estimates for the first two neighborhood greenways in the City of Kirkland. The project focused on intersection crossing improvements for cyclists and pedestrians along the 4.5-mile corridor, along with wayfinding pavement markings and signage. A raised intersection, speed humps, trail connections, push button activated crossing beacons, intersection diverters, and short sections of separated bike lane are part of this project that was constructed in 2021. Amalia was the Principal-in-Charge for this project and led the QA/QC for the project deliverables.

Redmond On-Call Transportation Planning and Engineering, Redmond, WA
Amalia was the Principal-in-Charge for the most recent transportation on-call contract with City of Redmond. Toole Design has performed planning and design services for many years with the City of Redmond. Amalia has successfully performed a range of tasks over the last six years on three rounds of transportation on-call contracts. Under these contracts we developed conceptual level, up to full PS&E for bicycle and pedestrian facilities.

King County Park Comprehensive Sign Manual, King County, WA
Under an on-call with King County Parks, Toole Design undertook this project to compile existing signage information from four departments of King County Parks and to develop a comprehensive sign manual. The manual addresses every aspect of sign planning, design, installation, maintenance, and asset management. Amalia served as Principal-in-Charge and led the quality review process.



ERIN WILLIAMS, LEED AP®, SEGD

QA/QC LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 15
 Toole Design: 2022-Present
 RIOS: 2016-2022
 Gensler: 2013-2016
 Koning Eizenberg: 2012-2013
 Karten Design: 2009-2012

EDUCATION / CERTIFICATION

Master of Fine Arts, Visual Communication Design, University of Washington: 2009
 Bachelor of Architecture, University of Southern California: 2005
 LEED® Accredited Professional

APPOINTMENTS / AFFILIATIONS

Society for Experiential Graphic Design
 American Institute of Graphic Arts

Erin is a Senior Environmental Graphic Designer with a demonstrated record of leading award-winning projects recognized for their experiential impact. Her diverse background including information design, brand strategy, user research, and the built environment, unites in a user-centered design perspective that helps people navigate complex spaces. With built work spanning from public works to mixed-use developments to football stadiums, Erin remains grounded in the strategic and economic objectives of her clients while also diving deep on details like typography and material selection.

SELECTED PROJECT EXPERIENCE

Montgomery Parks Sign and Standards Manual, Montgomery County, MD

Erin is serving as the Project Manager for this parks signage manual, helping to organize signage across 37,000 acres of 400+ parks. Her design leadership has helped resolve competing interests of operations managers, park police, and communications staff, leading to a clear and flexible design solution.

Raleigh Greenway Wayfinding Plan, Raleigh, NC

As lead designer for the update of Raleigh's Greenway Wayfinding Plan, Erin created new sign types to fill in gaps in Raleigh's existing sign family, as well as provided an overall refresh of existing sign types and the guidance on how they should be used.

Bremerton Wayfinding, Bremerton, WA

Erin led wayfinding design for this small city on the Olympic Peninsula, as well as documentation for a pilot program. Her strategic process and big-picture thinking has helped the team to synthesize feedback and contextualize the design to achieve overwhelming consensus from a variety of stakeholders, clearing the path for construction.

CMPO Trail Wayfinding and Branding, Cedar Rapids, IA

As Principal-in-Charge for this regional trails wayfinding plan, Erin is providing guidance on brand strategy and wayfinding best practices, as well as overall design oversight on the project.

Tacoma Dome Station Wayfinding, Tacoma, WA

As the Design Lead, Erin developed conceptual wayfinding strategies that guide users to six different transit lines supported by two garages at this flagship transit hub. Her designs carefully leverage existing architectural elements as well as recognizable icons of local transit agencies to help transit riders navigate a complex situation quickly.

OTHER RELEVANT EXPERIENCE

Eastrail Wayfinding, King County, WA

Lynn Wyatt Square for the Performing Arts, Houston, TX

Grand Park Walking Path, Los Angeles, CA

Universal Plaza, Tigard, OR

Santa Monica Airport Park, Santa Monica, CA

Seattle Bicycling Guide Map 2010, Seattle, WA



JAKOB WARD, PE

MULTIMODAL DESIGN LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 10
 Toole Design: 2017-Present
 Seattle Department of Transportation: 2015-2017

EDUCATION / CERTIFICATION

Bachelor of Science, Civil Engineering, University of Washington: 2017
 Professional Engineer: WA

Jakob is a skilled transportation engineer passionate about creating safer, more accessible streets for people walking and biking. With a decade of experience, he has played a key role in designing and delivering bicycle and pedestrian projects across North America. From conceptual visioning to detailed construction documents, Jakob brings a deep understanding of multimodal design, with expertise in civil engineering, grading, and rapid-implementation projects. Jakob has led and contributed to transformative projects, including redesigning key corridors, developing citywide bicycle design manuals, and improving pedestrian safety along high-traffic roadways. Whether managing complex alignments, refining intersection transitions, or shaping local and regional design standards, he applies technical precision with a keen eye for real-world usability.

SELECTED PROJECT EXPERIENCE

Bel-Red Buffered Bike Lanes, Redmond, WA

Jakob was the Deputy Project Manager and Design Lead for the design of buffered bicycle lanes on Bel-Red Road from West Lake Sammamish Parkway to NE 30th Street. Because the project extended beyond the City limits, Jakob coordinated with the City of Bellevue on the design of the NE 30th Street intersection in order to create a complete bicycle connection between the two cities.

156th Avenue Cycle Track, Redmond, WA

Jakob was a design engineer for a sidewalk and separated bike lane project on 156th Avenue NE in Redmond. Jakob produced concept designs for the alternatives analysis phase of the project, and is now serving as the Project Manager for the construction phase.

Bel-Red, NE 40th Street to NE 28th Street Bicycle Facility, Redmond, WA

Jakob was the Project Manager for the conceptual design of a two-way protected bike lane on Bel-Red Road in Redmond. In addition to developing the design and providing guidance on bicyclist safety to the City of Redmond staff, Jakob led the production of the conceptual designs in AutoCAD.

Bel-Red, NE 40th Street to WLSP Bicycle Facility, Redmond, WA

Jakob was the Project Manager for the conceptual design of a two-way protected bike lane. He developed the design and provided guidance on bicyclist safety to City staff. Jakob led the production of the conceptual designs in AutoCAD.

OTHER RELEVANT EXPERIENCE

Avondale Way Bicycle Facility, Redmond, WA
Bel Red WLSP to 28th Bike Facility, Redmond, WA
Bicycle Design Manual Update, Redmond, WA
Downtown Bicycle Facilities Concept Designs, Redmond, WA
Light Rail Station Analysis, Redmond, WA
NE 31st Street Connection, Redmond, WA
WLSP Bicycle Facility, Redmond, WA



ASHLEY GIBSON, SEGD

ENVIRONMENTAL GRAPHIC DESIGNER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 3
 Toole Design: 2024-Present
 The Bikery: 2023-2024
 YMCA Earth Service Corps: 2023-2024
 MDMD: 2022-2023
 RORA: 2022

EDUCATION / CERTIFICATION

Bachelor of Design, Visual Communication Design, University of Washington: 2023
 LEED Green Associate
 U.S. Green Building Council

Ash is a junior environmental graphic designer with experience in environmental education and public health, empowering young voices as experts in their communities to drive sustainability and develop projects that promote ecological health and integrate nature into urban settings. She has contributed to strategy, research, and design efforts for both public and private organizations in health and wellness, education, and social infrastructure. Ash specializes in wayfinding and information design.

SELECTED PROJECT EXPERIENCE

Tacoma Dome Station Wayfinding, Tacoma, WA

Ash is as an environmental graphic designer responsible for developing wayfinding plans for the construction of a wayfinding strategy that guides users to six different transit lines supported by two garages at this flagship transit hub. Her strategy carefully considers the various journeys and needs of transit users to help them navigate a complex situation quickly.

CMPO Trail Wayfinding and Branding, Cedar Rapids, IA

Ash is responsible for designing a new wayfinding strategy to implement in Cedar Rapids, and surrounding towns, that bring life to the unique charm of each destination while communicating a greater connection and reliability across the eight trails. Her designs carefully leverage native flora as well as local industry to help trail users easily identify and navigate this trail network.

SNG FIFA Wayfinding, Seattle, WA

In collaboration with Seattle Neighborhood Greenways, Ash designed a temporary wayfinding system to guide bike riders from Ballard to Lumen Field, where several 2026 FIFA World Cup matches will be held. The route features clear, encouraging signage with maps and simplified intersection diagrams that support navigation and build rider confidence. The project promotes biking as a joyful, accessible way to experience the city—whether for a global event or a local trip.

RideKC Streetcar Wayfinding, Kansas City, MO

Ash is currently developing a durable pedestrian wayfinding system along the Kansas City Streetcar route to serve both the 2026 FIFA World Cup and the city's long-term mobility goals. Designed to help visitors and locals navigate downtown, the system includes signage typologies, ride- and walk-scale maps, and a flexible color strategy tied to district identity. The design draws from national best practices to support multimodal travel and guide people to key destinations along the corridor.

OTHER RELEVANT EXPERIENCE

Friends of Seattle's Olmsted Parks Communications Committee, Seattle, WA
Kirkland Active Transportation Guide, Kirkland, WA
Seattle Parks Trail Classification and Signage, Seattle, WA
Sandy Williams Connecting Communities Program
WSDOT Washington Cycle Highway Action Plan



TERESA DAMASKE, PLA

LANDSCAPE ARCHITECT

PROFESSIONAL HIGHLIGHTS

Years of Experience: 22

Toole Design: 2017-Present

MIG/SvR: 2015-2017

SvR Design Company:
2006-2015

Integrated Site Design:
2003-2006

Northeast Greenways:
2002-2003

EDUCATION / CERTIFICATION

Bachelor of Science,
Landscape Architecture,
Cornell University: 2002

Professional Landscape
Architect: OR, WA

Washington State University
Low-Impact Development
Certificate: 2013

Plant Amnesty's Master Pruner
Certificate: 2015

APPOINTMENTS / AFFILIATIONS

Northwest Horticultural Society

Teresa is a landscape architect who has collaborated on Complete Streets and streetscape plans, on-street bicycle facilities and wayfinding systems, and numerous projects that make walking and biking easier and safer. Teresa has contributed to the wayfinding and signage for proposed neighborhood greenways in the City of Kirkland as well as for many miles of bicycle route wayfinding for the City of Seattle. When developing wayfinding plans, she draws upon her professional experience designing safer streets and her personal experience as a pedestrian and bicycle commuter.

SELECTED PROJECT EXPERIENCE

King County Park Comprehensive Sign Manual, King County, WA

Toole Design worked with King County Parks to develop a comprehensive manual for signage in parks. The manual compiles existing wayfinding and branding information in one place and provides information on process, design, etc. Teresa led the development of new 2D and 3D graphics to create a cohesive look throughout the manual.

Bicycle Design Manual Update, Redmond, WA

Toole Design helped the City of Redmond's update their Bike Facility Design Manual. The update involved incorporating the concept of Bicycle Level of Traffic Stress (LTS) into the manual by providing a methodology for determining LTS and providing guidance on which bike facility treatments in the manual will help meet the LTS goals of the City. Teresa assisted with the production of new bike facility graphics that followed the latest best practice for bike facility design, including new graphics on bus stops, right turn lanes, bikeway transitions, and other elements.

NE 31st Street Connection, Redmond, WA

Toole Design created the PSEs for a new shared use path through the Microsoft Building 109 parking lot to connect the SR 520 Trail, the bridge to the Overlake Lightrail Station and the Redmond Street grid. Teresa coordinated tree protection, irrigation, and landscape restoration. Construction was completed in 2021.

OTHER RELEVANT PROJECTS

156th Avenue NE Cycle Track, Redmond, WA

Redmond Bicycle Design Manual Update, Redmond, WA

Bel-Red Buffered Bike Lanes, Redmond, WA

Overlake Street Design Update, Redmond, WA

Redmond Transportation Plan, Redmond, WA

DRLE at Marymoor Park, Redmond, WA

Cleveland Street Trees and Sidewalks, Redmond, WA

North 30th Street Preliminary Design Project, Boulder, CO



ALLISON PHILLIPS

OUTREACH AND MULTIMODAL PLANNING LEAD

PROFESSIONAL HIGHLIGHTS

- Years of Experience: 13
- Toole Design: 2023-Present
- Bicycle User Experience (BUX): 2021-2022
- Independent Consultant: 2016-2023
- gea21: 2017-2020
- SvR Design Company: 2007-2009
- University of Texas at Austin: 2005-2006

EDUCATION / CERTIFICATION

- Master of Science, Community and Regional Planning, University of Texas at Austin: 2007
- Master of Arts, Latin American Studies, University of Texas at Austin: 2007
- Bachelor of Arts, Biology, University of Oregon: 1997

AWARDS

- Special Mention for Planning and Analysis for Seattle Pedestrian Master Plan, Washington ASLA: 2010

Allison is a transportation planner with private sector experience developing and implementing bicycle and pedestrian plans, multimodal encouragement programs, and facilitating public engagement processes. She specializes in plans and designs that support multimodal transportation choices for caregivers and children, Safe Routes to Schools, Vision Zero/sustainable safety, and research and technical writing related to active transportation and sustainable urbanism. Fluent in Spanish, Allison also supports bilingual project outreach work.

SELECTED PROJECT EXPERIENCE

Redmond Transportation Plan Update, Redmond, WA

Allison led the Toole Design Team’s modal integration and alternative sidewalks analyses for the Transportation Plan update, contributing to the Bicycle, Transit, and Pedestrian chapters. Using GIS, she identified opportunities to improve comfort and safety for people walking and biking by analyzing sidewalk gaps in relation to the proposed bicycle network. Her team also guided policy and design discussions to support alternative sidewalk implementation. Findings were delivered in a technical memo and slide deck to support stakeholder engagement.

City of Redmond Bicycle Network Strategy Update, Redmond, WA

Allison served as project manager for Toole Design on the Redmond Bicycle Network Strategy Update, which focused on shifting short trips from single-occupancy vehicles to bicycles in support of the City’s VMT and GHG reduction goals. Working closely with the City of Redmond, the team developed a vision, network principles, strategic actions, performance metrics, and implementation guidance. The updated network connects neighborhoods to light rail stations, schools, urban centers, and major employers through safe, high-comfort bicycle facilities. Allison played a key role in the development of technical memos on existing conditions, network strategy and vision, supporting network analysis and prioritization, and led the preparation of the Bicycle Chapter for Redmond’s forthcoming Transportation Master Plan update.

Overlake Street Design Requirements Update, Redmond, WA

Allison assisted with updating and streamlining content, graphics, and maps to reflect changes in the Overlake subarea and make the Overlake Village Street Requirements (RZC Appendix 7) document easier to understand and apply.

Redmond Bicycle Manual Update, Redmond, WA

Allison helped update the City of Redmond’s Bicycle Manual. Her work focused on developing a matrix of bicycle level of traffic stress (LTS) for Redmond bicycle facilities that referenced NACTO and WSDOT LTS standards.

OTHER RELEVANT EXPERIENCE

- Martin Way Crossing Study**, Olympia and Lacey, WA
- City of Tukwila Local Road Safety Plan**, Tukwila, WA

6. TOOLE DESIGN EXPERIENCE

Toole Design has worked on many similar projects to the Parks and Trails and Wayfinding Standards and Strategy Plan. Below, we have featured some of our most relevant work.

KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS KING COUNTY, WA

Toole Design has worked with King County Parks since 2015, providing technical expertise through a variety of multi-disciplinary and trail-oriented on-call contracts and stand-alone work. In these projects, we have supported King County’s goals around healthy communities and equitable access to recreation and opportunity. Project types range from trail master planning to technical design work and implementation, including wayfinding and environmental graphic design, GIS analyses, and trail design and engineering. Relevant projects below.

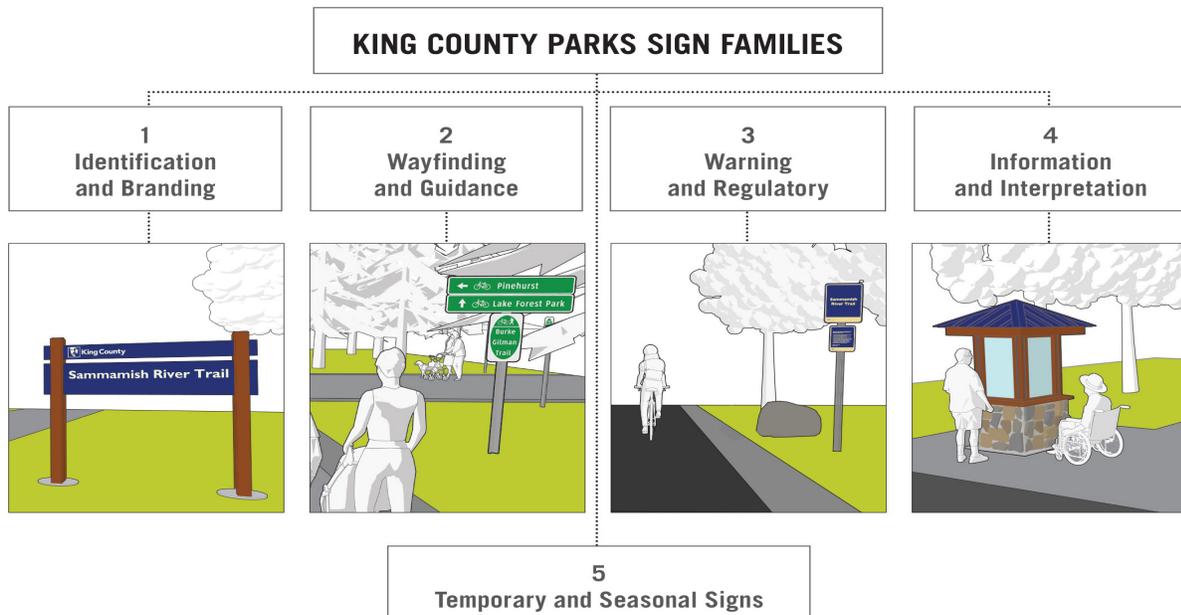
King County Sign Manual

Toole Design developed a comprehensive sign manual for use by staff, formalizing and consolidating the varied signs and standards used in the County’s parks, facilities, trails, and natural areas into one document. The manual addresses identity and branding, wayfinding and guidance (for bicycles, pedestrians, and drivers), warnings and regulations, and information and interpretation of signs. It provides guidance for the full life cycle of signs, from selection, planning, and design to materials, procurement, programmatic placement, installation details, and maintenance.

Drawing from the National Parks Service Uni-Guide, AASHTO, and MUTCD guidelines, the manual aligns King County’s standards with signage best practices, including for accessibility and translation. The final product consolidates policies and design standards for signs in King County properties to benefit users of the entire park system.

Eastrail Wayfinding Plan and Project

Toole Design is leading a team of trail planners, environmental graphic designers, and engagement specialists on this wayfinding project for the Eastrail, using new project branding. This goal is to develop a coordinated system of sign graphic standards for wayfinding on the Eastrail, which is currently being built in phases through seven cities and two counties. This effort is intended to develop wayfinding signs that incorporate Eastrail and local jurisdictional branding, connections to regional transit and intersecting regional trails, and other key destinations through the region. The sign design are intended to appeal to and attract a wide array of users with the goal making Eastrail more reflective of the diverse communities the trail passes through.

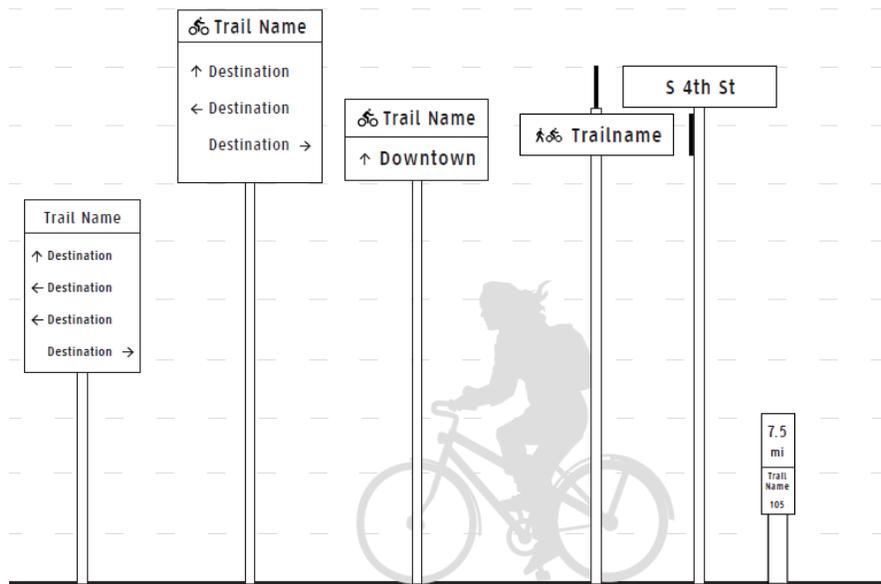
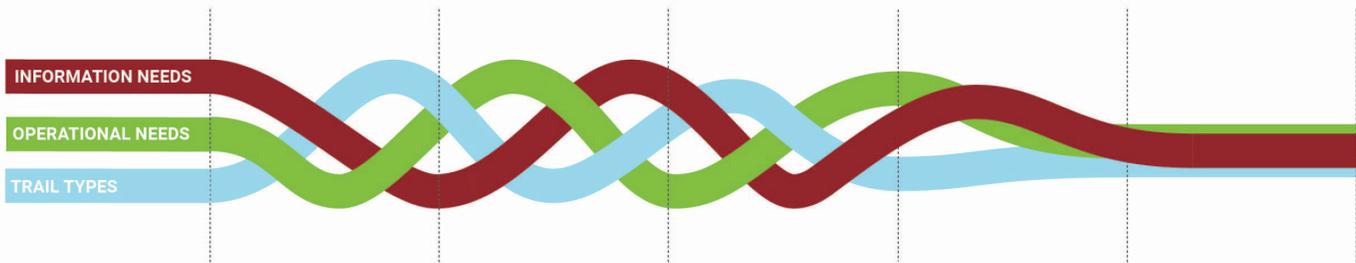


SEATTLE PARK TRAILS CLASSIFICATION AND SIGNAGE STUDY

SEATTLE, WA

Seattle Parks and Recreation manages an extensive trail network of over 50 miles of paved and over 90 miles of soft-surface trails, used by an increasingly diverse group of users and modes including e-bikes, scooters, mobility assistance devices, micromobility vehicles, mountain bikes, runners, walkers, and pets.

To better address these uses, Toole Design is working on a new trail classification system to help SPR better manage their trail system and meet ever increasing demands. The typology takes into account trail purpose, context, user needs, design and maintenance considerations. The trail classification will inform the development of a trail wayfinding signage family recommendations.



| <i>Trail Decision</i> | <i>Street Decision</i> | <i>Street Confirmation</i> | <i>Street/Trail name</i> | <i>Mile Marker</i> |
|---|--|--|---------------------------------------|---|
| Destinations reachable via the trail or by turning onto an intersecting bikeway | Destinations that are reachable from the street or turns onto adjacent streets | Trail name/ directional confirmation | Name of intersecting street and trail | Mile number, trail name. May include unique location identifier |
| At intersections that lead to relevant destinations | At streets and intersections that lead to relevant destinations | After turns or at intervals along routes | At intersections | Every mile or 1/2 mile, depending on agency preference |

MONTGOMERY PARKS SIGN AND STANDARD MANUAL

MONTGOMERY COUNTY, MD

Toole Design is working with Montgomery Parks to establish new sign standards across their 419 parks totaling over 37,000 acres. The team reviewed existing signage at a high level across different park typologies (Regional, Conservation, Neighborhood, Urban) and worked with stakeholders to determine the needs of different facilities.

The resulting solution is a modular sign system that allows for infinite combinations of information, identification, and regulatory signage, color coded to help visitors navigate the information presented without overwhelm. The sign system will ultimately be delivered as a comprehensive manual as well as sign templates for use by the in-house sign shop.



Above: Examples of sign panels on a 6" module with 1/2" spacing, allowing for easy combination and development of new sign types
 Below: Examples of mounted sign panels in typical arrangements



CORRIDOR MPO TRAIL BRANDING AND WAYFINDING CEDAR RAPIDS, IA

The Corridor Metropolitan Planning Organization has aggressively funded many new miles of trails and bikeways throughout MPO planning boundaries, which include Cedar Rapids, Linn County, and six smaller communities. The result has been a trail network that has grown significantly, often outpacing community awareness of the new trails. There have been several efforts to “brand” this burgeoning trail network, but conflicting trail naming efforts at the local and state level contributed to confusion about the name of the network versus the name of local trails. Toole Design staff spent several days in the Cedar Rapids area getting to know both the trails and the member communities within the MPO. We toured the trails, met with local officials to understand their goals, and asked stakeholders about their preferences for materials, sign types, and design. We also distributed an initial public survey during this phase. Over six hundred respondents confirmed that people in the region were confused about trail names and unaware of many trails in the area.



Custom illustrations address behavioral issues with humor

Our approach to the branding recommended emphasizing individual trail names and using a visually consistent wayfinding sign family throughout the region so that users learn about the regional network. The selected sign design and sign family for the Corridor MPO region area is a beautiful set of signs that quietly reference both Iowa’s rolling hills and the artistic compositions of Grant Wood, a Cedar Rapids native for whom one of the main trails is named. They are also highly legible and easy to understand.

The Toole Design Team is currently finalizing sign deployment plans for around 170 wayfinding signs along trails and bikeways in Cedar Rapids, Ely, Hiawatha, and Marion. We are also preparing design intent documents that will be integrated into bid packages. The final deliverable will be both the bid packages, as well as an easy-to-follow Branding and Wayfinding Plan that member communities can use on future wayfinding efforts.



Sign family for CMPO, using abstracted gradients based on the paintings of Grant Wood and incorporating painterly details

7. REFERENCES

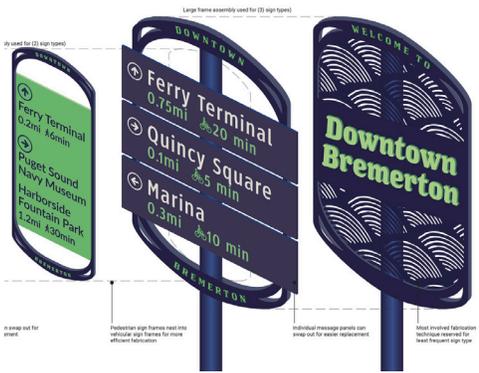
Toole Design is proud of the work we have completed for our clients. Please contact the references included below to learn about their experiences working with our staff.



KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS

Curt Warber, Eastrail Program Manager
206.263.9645, cwarber@kingcounty.gov

Toole Design is leading a team of trail planners, environmental graphic designers, and engagement specialists on this wayfinding project for the Eastrail. Additionally, Toole Design developed a comprehensive sign manual for use by King County Parks staff.



CITY OF BREMERTON

Katie Ketterer, Project Manager
360.473.5334, katie.ketterer@ci.bremerton.wa.us

Toole Design developed signage and wayfinding for the City's downtown core, including custom illustrated maps.



CITY OF SEATTLE

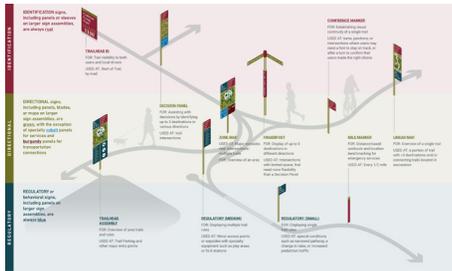
Ben Johnson, Planning & Development Specialist
253.341.8293, ben.johnson@seattle.gov

Toole Design is working on a new trail classification system to help the City of Seattle Parks and Recreation Department better manage their trail system and meet ever increasing demands.

8. COST

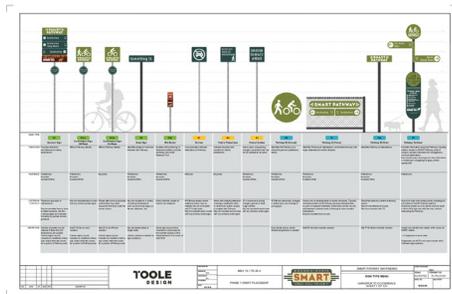
| | A. Cody | K. Lohse | E. Williams | A. Gibson | T. Damaske | A. Phillips | J. Ward | A. Mills | Intern | TOTAL |
|---|----------------|-----------------|-----------------|-----------------|--------------|----------------|--------------|----------------|----------------------|-----------------|
| TASKS | \$320 | \$234 | \$230 | \$124 | \$210 | \$180 | \$214 | \$290 | \$124 | |
| 1: PROJECT MANAGEMENT | | | | | | | | | | |
| Task 1 Hours | 1 | 20 | 8 | 2 | - | 2 | - | - | - | 36 |
| Task 1 Cost | 1,280 | 4,680 | 1,840 | 248 | - | 360 | - | - | - | \$8,408 |
| 2: ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING | | | | | | | | | | |
| Task 2 Hours | 2 | 20 | 40 | 80 | - | 30 | - | - | 16 | 188 |
| Task 2 Cost | 640 | 4,680 | 9,200 | 9,920 | - | 5,400 | - | - | 1,984 | \$31,824 |
| 3: DESIGN STANDARDS | | | | | | | | | | |
| Task 3 Hours | 2 | 24 | 44 | 140 | 2 | 2 | 2 | 2 | - | 216 |
| Task 3 Cost | 640 | 5,616 | 10,120 | 17,360 | 420 | 420 | 428 | 580 | - | \$35,164 |
| 4: SIGN MANUAL AND IMPLEMENTATION PLAN | | | | | | | | | | |
| Task 4 Hours | 2 | 16 | 22 | 106 | 2 | 2 | 2 | 2 | - | 154 |
| Task 4 Cost | 640 | 3,744 | 5,060 | 13,144 | 420 | 360 | 428 | 580 | - | \$24,376 |
| <i>Subtotal (Hours)</i> | <i>10</i> | <i>80</i> | <i>114</i> | <i>328</i> | <i>4</i> | <i>34</i> | <i>4</i> | <i>4</i> | <i>16</i> | <i>594</i> |
| <i>Subtotal (Cost)</i> | <i>\$3,200</i> | <i>\$18,720</i> | <i>\$26,220</i> | <i>\$40,672</i> | <i>\$840</i> | <i>\$6,120</i> | <i>\$856</i> | <i>\$1,160</i> | <i>\$1,984</i> | <i>\$99,772</i> |
| | | | | | | | | | <i>Expenses</i> | <i>\$225</i> |
| | | | | | | | | | PROJECT TOTAL | \$99,997 |

9. SAMPLES



CAPITAL AREA GREENWAY WAYFINDING PLAN

<https://raleighnc.gov/projects/capital-area-greenway-system-wayfinding-plan>



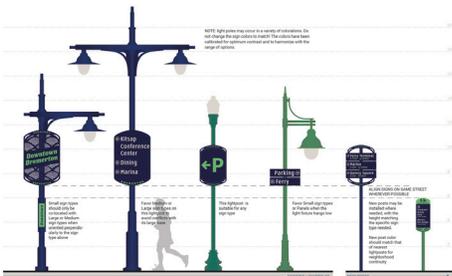
SMART PATHWAY WAYFINDING PLAN

https://www.sonomamarintrain.org/smart_pathway



BROOMFIELD WAYFINDING PLAN

<https://www.broomfieldvoice.com/wayfinding>



BREMERTON WAYFINDING PLAN

<https://www.bremertonwa.gov/1281/wayfinding-planning>

10. BUSINESS NAME

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., am authorized to legally bind Toole Design Group, LLC. I confirm that this proposal has been made in the official name of the firm.



Jessica Fields, PE, AICP

Director of Operations, Western U.S.

11. BUSINESS LICENSE

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., can confirm that Toole Design Group, LLC has the proper City of Redmond business license required to perform the services outlined in this proposal. A copy of our business license is included on the following page.

12. VALID TIME PERIOD

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., confirm that our proposal is valid for at least 120 days.



STATE OF WASHINGTON
BUSINESS LICENSING SERVICE

Thank you for renewing online

Your license renewal has been submitted. Please print this receipt for your records and allow 14 days to receive your new business license document in the mail.

Previous Expiration Date: 31-May-2025 **New Expiration Date:** 31-May-2026
Confirmation Number: 0-046-846-069 **Filing Date and Time:** 05/13/2025 09:59:49 AM
Payment Method: Card ending in 1884

Business Entity Information

Legal Entity Name: TOOLE DESIGN GROUP, LLC
 Account ID: 602611046-001-0001

Business Location Information

Location Name: TOOLE DESIGN GROUP, LLC
 Business Phone: (301) 927-1900
 Business Fax: None
 Location Address: 8484 GEORGIA AVE STE 800 SILVER SPRING MD 20910-5609
 Mailing Address: 8484 GEORGIA AVE STE 800 SILVER SPRING MD 20910-5609

| Endorsement(s) | Begin | End |
|---|--------------|------------|
| Kirkland General Business - Non-Resident | 06/01/2025 | 05/31/2026 |
| Monroe General Business - Non-Resident | 06/01/2025 | 05/31/2026 |
| Mercer Island General Business - Non-Resident | 06/01/2025 | 05/31/2026 |
| Redmond General Business - Non-Resident | 06/01/2025 | 05/31/2026 |

| Fee Type | Begin | End |
|--------------------|--------------|------------|
| Kirkland Empl Fee | 06/01/2025 | 05/31/2026 |
| Redmond Empl Fee | 06/01/2025 | 05/31/2026 |
| BLS Processing Fee | 05/13/2025 | |

Third-Party Card Processing Fee

Certificate Of Completion

Envelope Id: 897CE945-9097-4D2A-BFFD-CA06B0D5B329

Status: Completed

Subject: RFP 10871-25 - Parks and Trails Signage & Wayfinding Standards & Strategy Plan, Closing: 6/6/25, 2PM

Source Envelope:

Document Pages: 30

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: 97.140.152.174

Record Tracking

Status: Original

Holder: DocuSign Purchasing

Location: DocuSign

6/6/2025 8:41:54 AM

docusignpurchasing@redmond.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Redmond, WA

Location: Docusign

Signer Events

Jessica Fields, PE, AICP

jfields@tooledesign.com

Regional Operations Director

Toole Design Group, LLC

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

DFBBE8B7B2EF4C6...

Signature Adoption: Pre-selected Style

Using IP Address: 97.140.152.174

Timestamp

Sent: 6/6/2025 8:41:56 AM

Viewed: 6/6/2025 8:53:00 AM

Signed: 6/6/2025 8:54:00 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Secure Bids

SecureBids@Redmond.gov

Security Level: Email, Account Authentication (None)

Completed

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Signing Complete

Security Checked

6/6/2025 2:29:12 PM

| Envelope Summary Events | Status | Timestamps |
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| Completed | Security Checked | 6/6/2025 2:29:12 PM |
| Payment Events | Status | Timestamps |

Redmond Parks and Trail Signage and Wayfinding Standards and Strategy Plan
ATTACHMENT B. SCHEDULE

18-Aug-25

| Project Tasks | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1 PROJECT MANAGEMENT | | | | | | | | | | | |
| 1.1 Project Kick-off | | | | | | | | | | | |
| 1.2 Ongoing Project Administration | | | | | | | | | | | |
| 2 ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING | | | | | | | | | | | |
| 2.1 Desktop Review | | | | | | | | | | | |
| 2.2 State of Signage Assessment | | | D | | | | | | | | |
| 2.3 Stakeholder Input/Focus Group Mtgs | | M | M | M | | | | | | | |
| 3 DESIGN STANDARDS | | | | | | | | | | | |
| 3.1 Sign Family Concepts | | | | | D | R | | | | | |
| 3.2 Design Intent Drawings | | | | | | | | D | | | |
| 4 WAYFINDING GUIDELINES | | | | | | | | | | | |
| 4.1 Draft Guidelines | | | | | | | | D | R | | |
| 4.2 Final Guidelines | | | | | | | | | | | D |

| | |
|---|-------------|
| M | Meeting |
| D | Deliverable |
| R | Review |

Consulting Services Agreement [Non-Public Work]

| | |
|--|--|
| <p>PROJECT TITLE</p> <p>Park System Signage & Wayfinding Plan</p> | <p>EXHIBITS (List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</p> <p>Attachment A: RFP Bid Signage & Wayfinding Standards and Strategy Plan, includes: Scope of Work and Estimated Budget Attachment B: Revised Schedule</p> |
| <p>CONTRACTOR</p> <p>Toole Design Group, LLC</p> | <p>CITY OF REDMOND PROJECT ADMINISTRATOR (Name, address, phone #)</p> <p>Lindsey Falkenburg 15670 NE 85th St Redmond, WA 98052 lfalkenburg@redmond.gov</p> |
| <p>CONTRACTOR'S CONTACT INFORMATION (Name, address, phone #)</p> <p>Kristen Lohse 8484 Georgia Avenue, Suite 800 Silver Spring, MD 20910 564.234.1377</p> | <p>BUDGET OR FUNDING SOURCE</p> <p>100.52100.00410.57681.9058-100-85</p> |
| <p>CONTRACT COMPLETION DATE</p> <p>August 2026</p> | <p>MAXIMUM AMOUNT PAYABLE</p> <p>\$99,997</p> |

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

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

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

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

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

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

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

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

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. Should the CITY fail to make timely payment of undisputed invoices, CONSULTANT reserves the right to stop work until payment is received. 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 1 3. 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. Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any preexisting intellectual property contained within Consultant's deliverables thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services. 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 claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, to the extent 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:

page 5 - Consulting Services Agreement, Non-Public Work
City of Redmond, standard form

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. Following prior notice, 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:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney



BID RESPONSE

Responding To:

Bid/Project Number: RFP 10871-25

Bid/Project Title: Parks and Trails Signage & Wayfinding Standards & Strategy Plan

Closing Date: 06/06/2025, 2pm PST

Submitted By:

Name of Company Submitting Response:

Toole Design Group, LLC

Printed Name of Person Submitting Response:

Jessica Fields, PE, AICP

Email:

jfields@tooledesign.com

Signature of Person Submitting Response:

DocuSigned by:

Jessica Fields, PE, AICP

DFBBE8B7B2EF4C6...

Date:

6/6/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here

CITY OF REDMOND
**PARKS AND TRAILS SIGNAGE
AND WAYFINDING STANDARDS
AND STRATEGY PLAN**

RFP 10871-25 ■ JUNE 6, 2025



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1. EXECUTIVE SUMMARY AND OVERALL APPROACH

Toole Design is pleased to submit this proposal for the **Redmond Parks and Trails Signage & Wayfinding Standards & Strategy Plan**.

This Executive Summary summarizes our proposal, firm qualifications, and contact information. It also emphasizes what we see as the most important elements for project success.

Toole Design is excited at the prospect of partnering with the City of Redmond to develop a wayfinding plan that helps the city achieve the values and goals of the Parks, Arts, Recreation, Culture and Conservation (PARCC Plan) and Redmond 2050 (comprehensive plan).

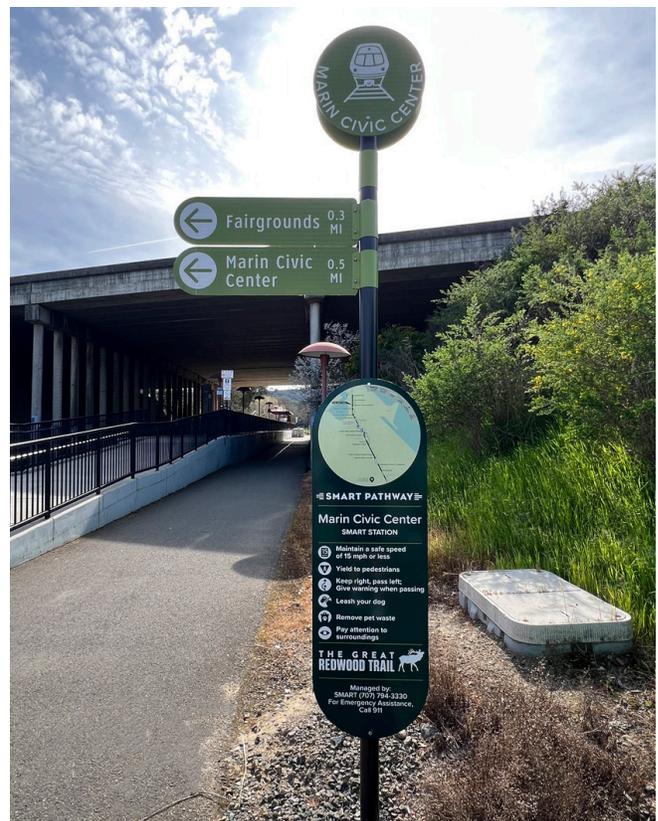
Toole Design will meet the requirements set forth in the Request for Proposals (RFP), and our approach is tailored to those requirements.

While our full approach is shown in detail in the Methodology Section, the following highlights are foundational to our approach and will serve as guideposts throughout the wayfinding sign development process.

We have read and understand the Redmond Zoning Code; 21.44.010 as it relates to sign graphics and design standards.

The project will have four primary tasks:

1. **Project Management:** Toole Design has a reputation for excellent project management. We understand that the key ingredients to successful management includes excellent communication and effective management of scope, schedule, and budget.
2. **Discovery Phase:** An assessment of existing signage and wayfinding conditions to highlight gaps, needs, and opportunities for creating a cohesive signage system that aligns with city branding.
3. **Design Phase:** Identification of a sign family for parks, trails, and key city facilities and destinations along with design concepts for considerations and evaluation by the Parks, Trails and Recreation Commission, and its Signage and Wayfinding Subcommittee and applicable City staff.
4. **Strategy and Documentation:** Development of design intent drawings for the preferred design, along with a full prioritized implementation plan to guide the city in fabrication and installations of a new signage and wayfinding system.



The SMART pathway wayfinding was designed to guide user through a wide range of settings, such as this trailhead beside a train station.

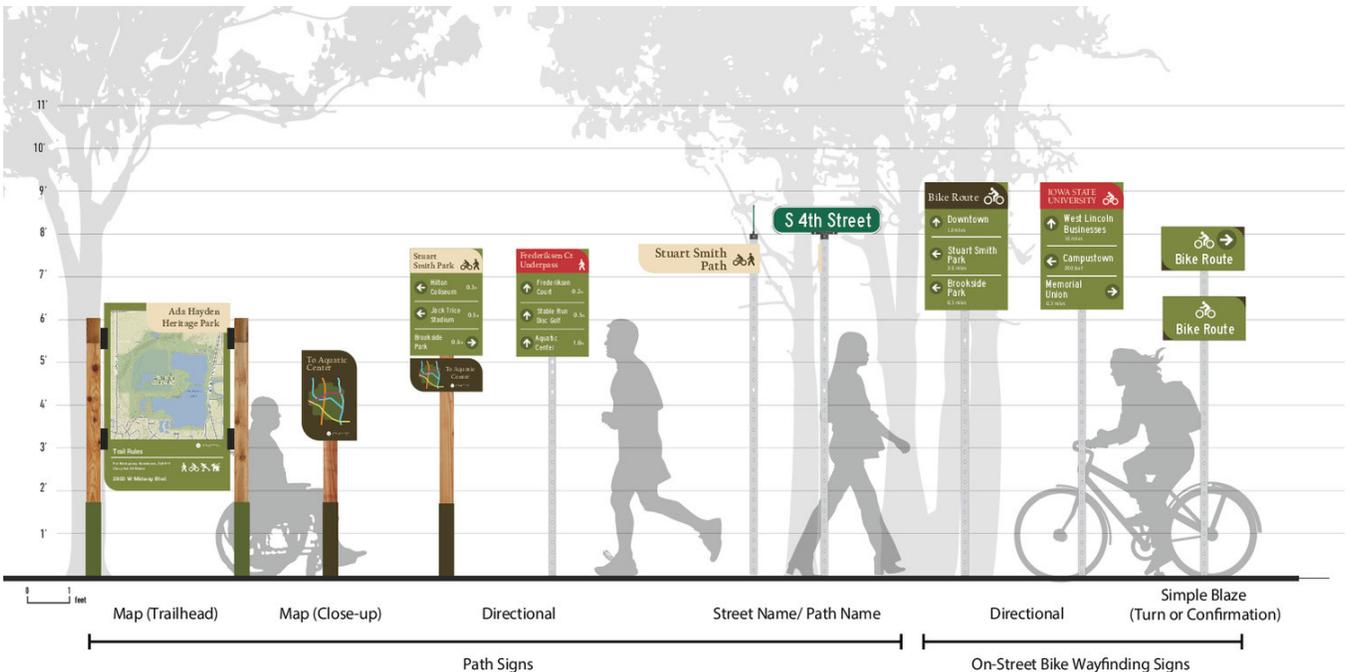
OUR TEAM

Our Project Manager will be Kristen Lohse. As our regional trails and wayfinding lead, Kristen brings national experience working specifically on parks and trails wayfinding and signage. Kristen will be supported by Amalia Leighton Cody, Principal-in-Charge for this project. Amalia brings extensive experience working with various City of Redmond departments and has presented to various committees, commissions, and Councils over her 20 years of working in Redmond. Our team QA/QC lead will be Erin Williams. Erin brings experience designing, specifying, and overseeing the installation of a variety of signs and wayfinding elements specifically in Washington State.

Toole Design views wayfinding as a strategy for connecting people to place. Our interdisciplinary urban design team is passionate about creating transformative designs that are enduring, beautiful, context sensitive, and functional.

Contact Information

Kristen Lohse
206.297.1601 x304 klohse@tooledesign.com



Toole Design’s wayfinding practice includes recreation and active transportation on trail, streets, in parks, campuses, and the built environment.

2. METHODOLOGY IN ADVANCING GOALS AND POLICIES

REDMOND PARCC TRAIL SIGNAGE, WAYFINDING AND EMERGENCY RESPONSE

We understand that there is a great interest and opportunity for Redmond to continue to improve trail and trailhead signage and wayfinding, enhance online trail maps, and explore ways to indicate connections to bus and rail transit. With the completion of the Redmond Central Connector, changes to the Marymoor and Eastrail with the completion and openings of the light rail stations, there is expanded opportunities to connect non-motorized travel to local and regional parks.

The scope of this project can forward the actions regarding sign implementation as outlined in PARC:

- Directional and regulatory signage
- Trail user etiquette and hierarchy signage
- Continuous route signage for route identification and wayfinding
- Distance markers or periodic information regarding distance to areas of interest
- Warning signs to caution users of upcoming trail transitions or potential conflicts with motor vehicles
- Interpretive information regarding ecological, historical, and cultural features found along and in proximity to the trail
- QR codes should be considered for access to online trail maps and additional information

Our long standing and on-going work with King County parks can support the coordination of wayfinding and signage to support access and connections to regional parks and trails. Our work on the King County sign manual can support the locations of kiosks for Redmond Parks as they relate to King County Park kiosk location guidelines and standards.

We understand that Redmond is interested in incorporating emergency response system into the wayfinding signage program so that if there is an emergency with the park and trail network people can be located. This could be implemented into signs at destinations, trailheads, and other 'nodes' along the trails by including the emergency locator ID number to help emergency response teams find and address any emergencies.

USER EXPERIENCE, SPATIAL QUALITY, AND WAYFINDING

To achieve a successful, high-quality trail system that draws a variety of users, park and trail managers need to go beyond physical connectivity and deliver a truly rewarding and rich experience to the user. The spaces created in parks and along trails should allow a visitor to experience the route rather than just simply getting to and from destinations. Bicycle and pedestrian amenities like wayfinding can draw people into the trail system the same way people are attracted to well-designed park spaces. In fact, at Toole Design, we often talk of streetscapes and multimodal trail systems as connected linear parks for people to enjoy. Wayfinding provides a tremendous opportunity to elevate the user experience throughout the Redmond Parks system by providing orientation and navigational tools that are aesthetically pleasing, culturally sensitive, inclusive of all ages and abilities, and based on the best digital and analog practices. Our approach to trail wayfinding is to focus on the needs of each individual user to create signage systems that turn the park and trail system and surrounding built environment into an easy-to-navigate landscape. The signs in the Redmond Park system will need will serve the following purposes:

- Informational—maps and orientation cues
- Identification and Confirmation—Redmond community and destination identification, City of Redmond Branding, Eastrail and King County Parks branding, and the Leafline Trails network branding
- Directional—"the breadcrumbs" that enable people to follow a route/reach a destination
- Regulatory—positive trail user management

EQUITY AND INCLUSION

We applaud City of Redmond for recognizing that it is important to make sure the park system benefits are “realized and distributed across diverse populations and settings.” We understand that Redmond wants to make all community members feel welcome in parks and on trails, attract new users, encourage a wider range of park and trail-based activity. This can occur by using wayfinding and signage to create connections between neighborhoods and community hubs as park and trail connections are enhanced and created.

Integrating trail signage and wayfinding with public transportation, bike lanes, or pedestrian pathways can support access to parks for all users and reduce the need to accommodate vehicles at various park facilities.

These goals also requires a project process that includes the voices and embraces the perspective of all trail users, with a central focus on people who represent BIPOC perspectives as well as the disability community. We propose working directly with BIPOC and disability communities from the outset of the project, through concept alternatives and selection, to understand their needs and concerns so they can shape the final product.



Our approach to wayfinding is to center the user experience in our designs; to do this we seek perspectives from a wider range of stakeholders. This often includes providing engagement materials in multiple languages.

3. PROJECT MANAGEMENT APPROACH AND METHODOLOGY

Toole Design has a reputation for excellent project management. We understand that the key ingredients of successful management include excellent communication and effective management of scope, schedule, and budget. Our success is grounded in regular communication with the client to discuss any issues before those issues turn into problems that could impact schedule or budget. In addition, the depth of Toole Design allows additional staff resources to be allocated if project needs arise. Toole Design strives to diversify the skills of our staff members, which increases our team’s overall flexibility and capacity.

Toole Design is also committed to developing high quality work. Quality is achieved through adequate planning, coordination, supervision, and technical direction; proper definition of project requirements and procedures; the use of appropriately skilled personnel; and personnel that perform work functions carefully, accurately, and completely.

TASK 1: PROJECT MANAGEMENT

Following the execution of the project contract, we will develop a project work plan and conduct a kickoff with the Redmond Parks team. The meeting will focus on review of the scope of services, project timeline, key outcomes, and deliverables. After the kickoff meeting, the Toole Design PM will update the detailed project schedule and issue along with meeting minutes.

We will establish a regular check-in meeting between the Project PM and Toole Design PM (we suggest biweekly). All meetings for the project are assumed to occur digitally except where noted otherwise.

This task also includes overall project administration, including monthly invoicing and progress reports.

TASK 1 DELIVERABLES:

- Detailed project schedule
- Kickoff meeting
- PM meeting agendas and action items
- Monthly progress reports and invoicing

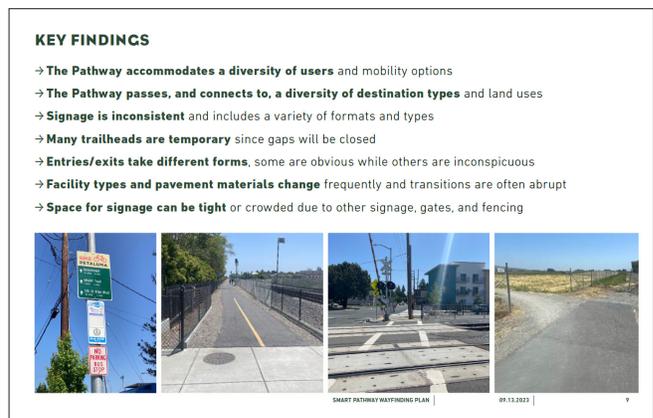
TASK 2: ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING

Our intent with this task will be to understand current branding and wayfinding guidance, document design requirements, and assess the state of park and trails signage system, and identify needs, all to inform the design of the signs.

TASK 2.1: DESKTOP REVIEW

The team will review relevant branding and design guidance documents including:

- City of Redmond Parks, Arts, Recreation, Cultural and Conservation Plan (PARCC Plan)
- Redmond 2050 Comprehensive Plan
- Previous signage studies and improvement efforts
- Current rules for Redmond Parks
- City of Redmond branding
- City of Redmond Transportation Plan and Update
- City of Redmond bicycle design manual guidance
- AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*, 1st Edition
- AASHTO *Guide for the Development of Bicycle Facilities*
- 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design
- Public Rights of Way Accessibility Guidelines
- U.S. Access Board Summary of Accessibility Standards for Federal Outdoor Developed Areas (2014): Trails and Trail Signage



An example of existing conditions findings presented based on fieldwork for SMART Pathway.

TASK 2.2: STATE OF SIGNAGE ASSESSMENT

The team will perform an assessment and analysis of the City of Redmond’s existing signage and wayfinding system as it relates to parks, trails, recreation, and City facilities. We will also assess how the trail system is integrated with both parks and the street network via signage.

Our team believes that a comprehensive inventory of all Redmond’s park signs may not be necessary. We can draw on the PARCC Plan for basic inventory information and supplement that with targeted field work. We propose having two team members conduct in person reviews of existing signage for one business day. Locations to be reviewed will be determined in collaboration with Project PM, and expected to include roughly 5–8 parks, with selection focused on exposing the team to a representative sample, including parks that are and are not following standards, a balance of large and small parks, as well representation of a variety of facility types (i.e., trails, playgrounds, athletic fields, event centers, historic sites, gardens, etc.). Parks staff may elect to join the team for portions of fieldwork to discuss operational challenges of the current system in context.

This assessment will focus on:

- Identifying typical wayfinding sign types and current signage and wayfinding located inside parks, at park facilities
- Identifying typical wayfinding signs on trails and on-street signage and wayfinding that directs users to parks, trails and park facilities from surrounding streets.
- System gaps or inconsistencies, including sign types
- Park and trail user needs
- The state of maintenance of existing signs to understand how the designs are holding up and to inform appropriate material selections

The assessment be used to shape recommendations for addressing wayfinding sign deficiencies, signage that needs to be update or removed, and opportunities for enhancement and future improvements.

The assessment will be documented with photos of current parks signage, as provided by Client and/or as visible on Google Street View, and limited field work.

TASK 2.3: STAKEHOLDER INPUT

We understand that public engagement is not required for this project. However, we feel that engaging key stakeholders, in addition to the Parks, Trails and Recreation Commission, and its Signage and Wayfinding Subcommittee, will ensure the success of the project. For this task, we will develop a brief Public Engagement Plan (PEP) memo with the following information:

- Communication and engagement methods that will be used throughout the project, identifying roles and responsibilities
- Method for promoting meetings and participation Methods of gathering and documenting input, and how public input will inform each phase of development of the brand and wayfinding
- Goals and public input methods for each stakeholder engagement event or effort
- Strategies to bring a range of voices to the project.



Testing sign designs in the field provides important user feedback.

Stakeholder Focus Groups

We find stakeholder groups to be a useful tool for soliciting input from the community in a way that is open and inclusive and allows people to feel heard. The PEP will identify potential stakeholder groups to engage in virtual focus group meetings and include culturally relevant strategies for engaging these populations. Of up to three planned focus group meetings, we propose:

- The first focus group for parks maintenance staff to understand their management of the current sign system and what is working and what is not.
- One meeting to engage existing Redmond parks user groups, but should include a range of user types, including people who walk as well as people who bike, older trail users, and families. We are referring to this focus group as “Park and Trail Users.”
- The remaining meeting is intended to engage BIPOC community members who are not necessarily regular park users. We recommend including the disability community as well, to consider how the signs can promote universal design to benefits all trail users. We are referring to this focus group as “BIPOC/Disability Users.”

TASK 2 DELIVERABLES:

- Comprehensive memo describing, illustrating, and analyzing findings from both desktop and field reviews
- Public Engagement Plan, draft and final
- Facilitation of up to three stakeholder focus groups with meeting summaries
- Presentation to the Parks, Trails and Recreation Commission subcommittee (Meeting #1)



Toole Design explores site concept through mood boards in order to develop distinct conceptual directions.

TASK 3: DESIGN STANDARDS

This task will focus on the development of design concepts which address the needs identified in Task 2. These may include a combination of updates to existing sign types, composites of existing elements which are working, and entirely new sign designs. Documentation will be approached as Design Intent guidance, with information geared towards the ability to adapt to various scenarios as signage is updated in different parks or installed in new parks, rather than focusing on illustration of specific scenarios for all Redmond parks.

TASK 3.1: SIGN FAMILY CONCEPTS

Based on needs identified in Task 2, the team will prepare a conceptual Sign Family, outlining the overall size, format, and fabrication approach of the suite of signs. It is expected that not more than 30 sign types will be needed, including types such as major and minor entry signage, pedestrian directionals, vehicular directionals, multi-rule and single-rule signs, and amenity identification. One draft will be provided to the Client PM. Updates will be incorporated into the subsequent presentation, which will include up to three graphic concepts exploring the approach to sign layouts through typography, color, and symbols, on a selection of up to five representative sign types, for example an entry sign, amenity identification sign, a directional sign, a rules sign, and a historic feature sign, presented as an illustrative elevation with key dimensions highlighted. The object at this step is to select an overall graphic approach to the system, as well as identify input required by Staff on typical sign content (i.e., rules language, hours of operation, etc.)



Concepts are then explored across a limited palette of signs to establish the overall look and feel.

TASK 3.2: DESIGN INTENT DRAWINGS

Based on feedback from Tasks 2 and 3.1, the design team will update the complete recommended sign family to the selected concept. Each sign type will be drawn and diagrammed to illustrate typical usage and placement scenarios, including:

- Primary sign elevation
- Dimensions of major elements
- Color, typography, and material specifications
- Accessible design elements
- Typical placement considerations

Full size prints of up to five representative sign types, mounted on hex board or similar, will be provided for evaluation. Drawings and prints will be submitted three weeks prior to scheduled staff team review. Design team PM will attend a Staff Team Review to answer questions and receive any comments. Any additional comments will be collected and delivered to the design team in one comprehensive summary.

TASK 3 DELIVERABLES:

- Draft Sign Family
- Concept Design Presentation Parks, Trails and Recreation Commission subcommittee (Meeting #2)
- Up to five full size prints
- 50% Design Intent Drawings
- 50% Design Staff Team Review



Design Guidelines pages prepared for Broomfield, CO.

TASK 4: IMPLEMENTATION PLAN

Toole Design will update the Design Intent drawings to address all relevant comments or discuss and resolve with Client PM where not advisable to incorporate. Design drawings will be updated to include final layout approach, messaging/content guidance, dimensions, and specifications.

Concurrent with drawing finalization, the team will develop written portions of the Sign Manual, which instructs future designers, fabricators, and/or operations team members on the use and layout of the new sign standards. The total document (both written and illustrative content) is anticipated to be no more than (80) tabloid size pages, single sided. A Draft Outline will be submitted to PM prior to commencement of writing, but is anticipated to include topics like:

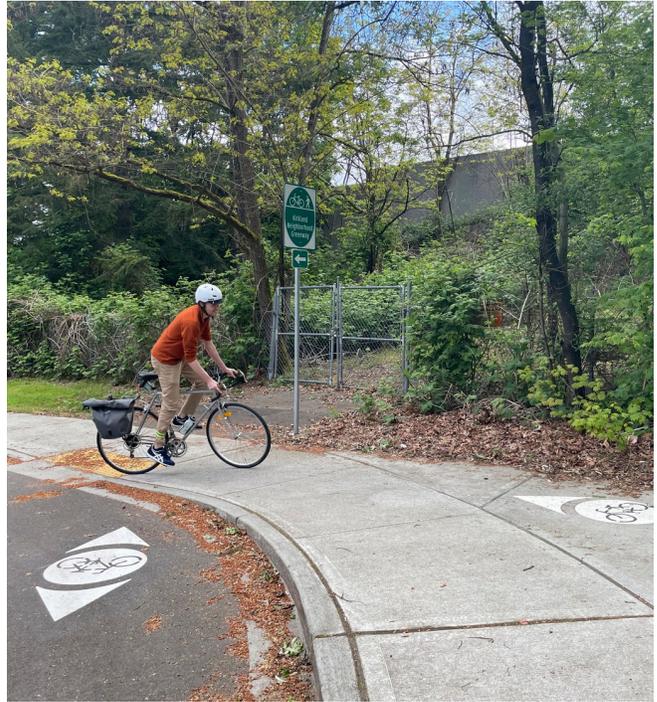
- Goals and objectives
- Overview of Design Process, including stakeholder input
- Glossary of terms
- Typography, Symbol, Color, and Material Specifications
- Use of City of Redmond brand, as well as any relevant sub-branding or co-branding
- Best practices for signage assemblies
- Best practices for accessibility (ADA)
- Design Intent drawings
- Guidance for types of written content for each sign type
- Guidance for abbreviations
- Guidance for multi-lingual messaging
- Guidance for placement and mounting of each sign type
- Guidance on co-location of signs
- Guidance on existing and temporary sign removal
- Priority implementation areas
- Implementation steps and expected timelines

TASK 4 DELIVERABLES:

- Sign Manual Outline
- Draft Sign Manual
- 90% Progress meeting
- Final Sign Manual
- Up to two presentations of the final Sign Manual, including the Parks, Trails and Recreation Commission subcommittee (Meeting #3)
- Source files in Adobe Illustrator format

4. PUBLIC ENGAGEMENT STRATEGY

We acknowledge receipt of the addendum (Q&A as of 6.04.2025) which indicates that public engagement is not a required part of this effort. We have noted our public engagement proposal in the methodology under Task 2.



SCHEDULE

We anticipate a time frame of approximately 10 months.

| Task | 2025 | | | | | | 2026 | | | | |
|---|------|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|
| | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May |
| 1: PROJECT MANAGEMENT | | | | | | | | | | | |
| 1.1: Project Kickoff | ● | | | | | | | | | | |
| 1.2: Ongoing Project Management | | | | | | | | | | | |
| 2: ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING | | | | | | | | | | | |
| 2.1: Desktop Review | | | | | | | | | | | |
| 2.2: State of Signage Assessment | | | | | | | | | | | |
| 2.3: Stakeholder Input | ● | ● | ● | | | | | | | | |
| 3: DESIGN STANDARDS | | | | | | | | | | | |
| 3.1: Sign Family Concepts | | | | ● | | | | | | | |
| 3.2: Design Intent Drawings | | | | | | ● | | | | | |
| 4: IMPLEMENTATION PLAN | | | | | | | | | | | |
| 4.1: Draft Plan | | | | | | | | ● | | | |
| 4.2: Final Plan | | | | | | | | | | | |

● Presentation

5. QUALIFICATIONS AND PROJECT LEAD AND TEAM

FIRM QUALIFICATIONS

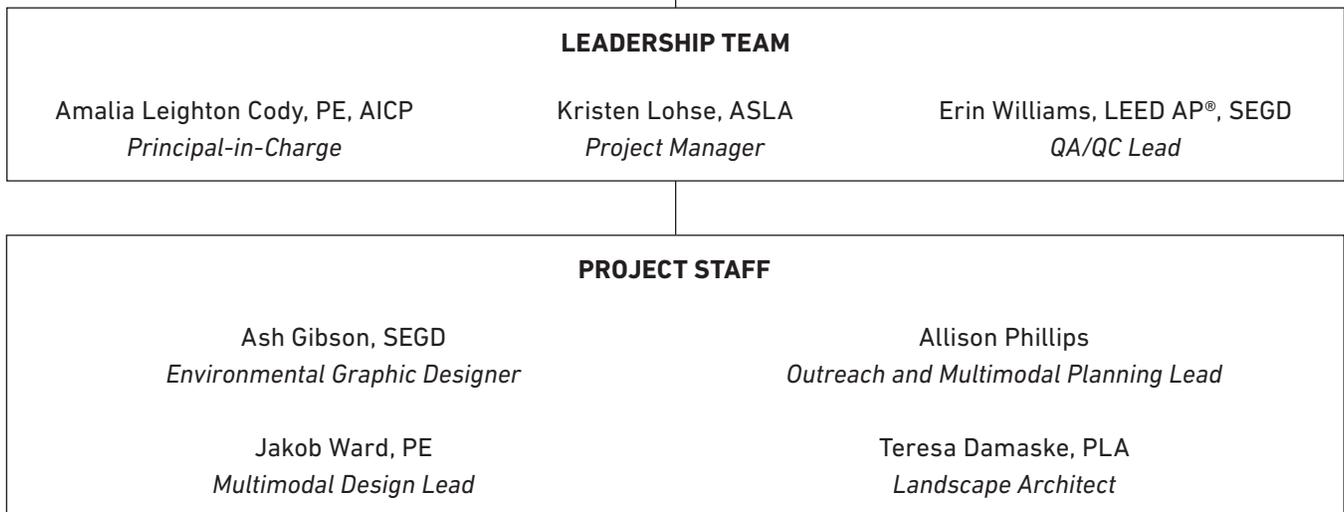
Toole Design has provided high quality multimodal wayfinding plans to clients since Jennifer Toole founded the company in 2003. The Toole Design Team has since grown to 19 offices and nearly 300 employees across the U.S. and Canada.

As a multidisciplinary firm, Toole Design brings experts in environmental graphic design, wayfinding, parks and recreation design, multimodal transportation especially trails, urban design, engagement, and civil engineering design and construction. Our team has a keen understanding of the parks network that serves the people that live, work, and visit Redmond. Since 2008, Toole Design staff have been working in collaboration with City of Redmond and King County Parks to make seamless trail connections to support access to local and regional parks along the King County trail systems.

Toole Design staff have experience in all facets of the development of public wayfinding systems, from concept and route planning through to documentation and installation. Our team has developed wayfinding protocols and manuals, regional wayfinding plans, planning and design of on- and off-road wayfinding systems, informational kiosks, sign construction plans, and has provided oversight of sign installation by both city crews and contractors. For parks facilities our team can support signage and wayfinding appropriate for all parks, trails, and facilities. For trail facilities, our team brings in-depth understanding of the AASHTO Bike and Pedestrian Guides, of which we have authored multiple editions, and we are expert at developing wayfinding that is PROWAG and MUTCD-compliant, while still communicating the unique character of the community.

For this project, Toole Design has assembled a team of creative and skilled environmental graphic designers and planners who specialize in creating high quality user experiences in recreation and active transportation settings.

Toole Design’s staffing plan for this project is included below. We have a deep bench of local and national resources to augment the team as needed. Resumes for all team members begin on the following page.





KRISTEN LOHSE, ASLA

PROJECT MANAGER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 26
 Toole Design: 2013-Present
 MacLeod Reckord: 2005-2012
 Parametrix, Inc.: 1999-2005

EDUCATION / CERTIFICATION

Master of Landscape Architecture, University of Oregon: 1999
 Bachelor of Landscape Architecture, University of Oregon: 1997
 Bachelor of Arts, Art History, Scripps College: 1989

AWARDS

Mariposa Transportation Center Project: Best Comprehensive Plan 2020, APA Small Town and Rural Division
 Westlake Protected Bike Lane Project: #1 New Bike Lane in the U.S., PeopleForBikes: 2016

APPOINTMENTS / AFFILIATIONS

American Society of Landscape Architects
 City of Seattle Bridging the Gap Levy Oversight Committee, Co-Chair: 2010- 2015
 City of Seattle People's Academy for Community Engagement Advisory Board: 2012-2013
 City of Seattle Pedestrian Advisory Board: 2007-2011

Kristen is a Principal Urban Designer with over two decades of experience in multimodal planning and design. In her work, Kristen is intent on creating safe, efficient, convenient transportation systems that contribute to a community's sense of place as high quality, vibrant public spaces. She brings her versatile skill set to the design of wayfinding systems, from the ability to analyze and plan a wayfinding network, to the design of signs and communication of ideas in a graphically-compelling way. She has also worked on several regional-scale trail and bicycle network wayfinding plans, as well as wayfinding systems for high comfort bicycling networks.

SELECTED PROJECT EXPERIENCE

Seattle Parks Trails Classification and Signage Study, Seattle, WA

Kristen is managing this project to develop a trail typology for Seattle Parks that will inform user management strategies to knit together the city's on and off-street trail network. The project will also be developing concepts for wayfinding signs to enhance the experience of all parks users.

Tacoma Dome Station Wayfinding Project, Tacoma, WA

Kristen led this wayfinding sign project to improve navigation at a Pierce Transit transit hub that supports regional and local light rail, heavy rail, local and regional buses, plus two parking garages. Under Kristen's guidance, the team developed multiple design alternatives for consideration and then developed a wayfinding plan and full designs with the preferred design.

Eastrail Wayfinding, King County, WA

King County Parks aims to attract more and diverse users to the new Eastrail corridor, a 42 mile rail to trail corridor under development. Toole Design, under Kristen's management, is leading a team to develop wayfinding strategies that incorporate newly developed Eastrail branding, the multi-county Leafline Regional Trails Coalition branding, and identities for seven local jurisdictions, many with diverse population. The project will draw on Kristen's trail planning expertise, and work with other wayfinding and engagement experts to develop the wayfinding plan delivered through an equitable process.

Eastside Rail Corridor and King County Regional Trails Wayfinding Protocol, King County, WA

As part of the plan for the Eastside Rail Corridor, now known as the Eastrail, Toole Design developed a planning-level customizable protocol for the planning, design, and implementation of wayfinding signs along the 17-mile Eastside Rail Corridor and connecting active transportation facilities. The protocol will also be used through King County's 175-mile regional trail system, which connects over 50 cities, towns, and unincorporated areas. Kristen led the development of the protocol, which draws on national guidance and best practices and is tailored to conditions within King County. Given the many local partners, the protocol focused on contextual guidance and sign placement practices and ease of implementation.



AMALIA LEIGHTON CODY, PE, AICP

PRINCIPAL-IN-CHARGE

PROFESSIONAL HIGHLIGHTS

Years of Experience: 23
 Toole Design: 2017-Present
 MIG/SvR: 2002-2017

EDUCATION / CERTIFICATION

Bachelor of Science,
 Civil Engineering,
 University of Washington: 2002
 Professional Engineer: CA, WA
 American Institute of
 Certified Planners

APPOINTMENTS / AFFILIATIONS

Seattle Planning Commission:
 2007-2016, Chair: 2014-2016
 Seattle Design Commission:
 2018-Present
 American Planning Association
 Institute of Transportation
 Engineers
 Urban Land Institute
 Bridge Program Trainer, Seattle
 Works, Public Boards and
 Commissions: 2007-2015
 American Planners Association
 Ten Big Ideas Initiative

Amalia, Toole Design's Director of Engineering, Western U.S., is a civil engineer and planner who brings significant experience in designing trail, park, and roadway projects. Amalia is passionate about planning for changes in the built environment that improve the environment and the livelihood of the surrounding community. She brings significant experience working on master plans and feasibility studies. Amalia successfully partners with municipal agencies and their stakeholders to prepare concepts and documents that emphasize mobility, social equity, and community enhancement. Her experience includes roadway, park and trail planning and design.

SELECTED PROJECT EXPERIENCE

Redmond On-Call Transportation Planning and Engineering, Redmond, WA
 Amalia is the Principal-in-Charge for the most recent transportation on-call contract with City of Redmond. Toole Design has performed planning and design services for many years with the City of Redmond. We have successfully performed a range of tasks over the last six years on two transportation on-call contracts, and we have recently started the third round of on-call services. Under these contracts we have developed conceptual level, up to full PS&E for bicycle and pedestrian facilities. Additionally, we have conducted a peer review of the City's Bicycle Level of Traffic Stress Analysis.

Rose Hill Neighborhood Greenways, Kirkland, WA
 Toole Design prepared 100% plans, specifications, and estimates for the first two neighborhood greenways in the City of Kirkland. The project focused on intersection crossing improvements for cyclists and pedestrians along the 4.5-mile corridor, along with wayfinding pavement markings and signage. A raised intersection, speed humps, trail connections, push button activated crossing beacons, intersection diverters, and short sections of separated bike lane are part of this project that was constructed in 2021. Amalia was the Principal-in-Charge for this project and led the QA/QC for the project deliverables.

Redmond On-Call Transportation Planning and Engineering, Redmond, WA
 Amalia was the Principal-in-Charge for the most recent transportation on-call contract with City of Redmond. Toole Design has performed planning and design services for many years with the City of Redmond. Amalia has successfully performed a range of tasks over the last six years on three rounds of transportation on-call contracts. Under these contracts we developed conceptual level, up to full PS&E for bicycle and pedestrian facilities.

King County Park Comprehensive Sign Manual, King County, WA
 Under an on-call with King County Parks, Toole Design undertook this project to compile existing signage information from four departments of King County Parks and to develop a comprehensive sign manual. The manual addresses every aspect of sign planning, design, installation, maintenance, and asset management. Amalia served as Principal-in-Charge and led the quality review process.



ERIN WILLIAMS, LEED AP®, SEGD

QA/QC LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 15
 Toole Design: 2022-Present
 RIOS: 2016-2022
 Gensler: 2013-2016
 Koning Eizenberg: 2012-2013
 Karten Design: 2009-2012

EDUCATION / CERTIFICATION

Master of Fine Arts, Visual Communication Design, University of Washington: 2009
 Bachelor of Architecture, University of Southern California: 2005
 LEED® Accredited Professional

APPOINTMENTS / AFFILIATIONS

Society for Experiential Graphic Design
 American Institute of Graphic Arts

Erin is a Senior Environmental Graphic Designer with a demonstrated record of leading award-winning projects recognized for their experiential impact. Her diverse background including information design, brand strategy, user research, and the built environment, unites in a user-centered design perspective that helps people navigate complex spaces. With built work spanning from public works to mixed-use developments to football stadiums, Erin remains grounded in the strategic and economic objectives of her clients while also diving deep on details like typography and material selection.

SELECTED PROJECT EXPERIENCE

Montgomery Parks Sign and Standards Manual, Montgomery County, MD

Erin is serving as the Project Manager for this parks signage manual, helping to organize signage across 37,000 acres of 400+ parks. Her design leadership has helped resolve competing interests of operations managers, park police, and communications staff, leading to a clear and flexible design solution.

Raleigh Greenway Wayfinding Plan, Raleigh, NC

As lead designer for the update of Raleigh's Greenway Wayfinding Plan, Erin created new sign types to fill in gaps in Raleigh's existing sign family, as well as provided an overall refresh of existing sign types and the guidance on how they should be used.

Bremerton Wayfinding, Bremerton, WA

Erin led wayfinding design for this small city on the Olympic Peninsula, as well as documentation for a pilot program. Her strategic process and big-picture thinking has helped the team to synthesize feedback and contextualize the design to achieve overwhelming consensus from a variety of stakeholders, clearing the path for construction.

CMPO Trail Wayfinding and Branding, Cedar Rapids, IA

As Principal-in-Charge for this regional trails wayfinding plan, Erin is providing guidance on brand strategy and wayfinding best practices, as well as overall design oversight on the project.

Tacoma Dome Station Wayfinding, Tacoma, WA

As the Design Lead, Erin developed conceptual wayfinding strategies that guide users to six different transit lines supported by two garages at this flagship transit hub. Her designs carefully leverage existing architectural elements as well as recognizable icons of local transit agencies to help transit riders navigate a complex situation quickly.

OTHER RELEVANT EXPERIENCE

Eastrail Wayfinding, King County, WA
Lynn Wyatt Square for the Performing Arts, Houston, TX
Grand Park Walking Path, Los Angeles, CA
Universal Plaza, Tigard, OR
Santa Monica Airport Park, Santa Monica, CA
Seattle Bicycling Guide Map 2010, Seattle, WA



JAKOB WARD, PE

MULTIMODAL DESIGN LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 10
 Toole Design: 2017-Present
 Seattle Department of Transportation: 2015-2017

EDUCATION / CERTIFICATION

Bachelor of Science, Civil Engineering, University of Washington: 2017
 Professional Engineer: WA

Jakob is a skilled transportation engineer passionate about creating safer, more accessible streets for people walking and biking. With a decade of experience, he has played a key role in designing and delivering bicycle and pedestrian projects across North America. From conceptual visioning to detailed construction documents, Jakob brings a deep understanding of multimodal design, with expertise in civil engineering, grading, and rapid-implementation projects. Jakob has led and contributed to transformative projects, including redesigning key corridors, developing citywide bicycle design manuals, and improving pedestrian safety along high-traffic roadways. Whether managing complex alignments, refining intersection transitions, or shaping local and regional design standards, he applies technical precision with a keen eye for real-world usability.

SELECTED PROJECT EXPERIENCE

Bel-Red Buffered Bike Lanes, Redmond, WA

Jakob was the Deputy Project Manager and Design Lead for the design of buffered bicycle lanes on Bel-Red Road from West Lake Sammamish Parkway to NE 30th Street. Because the project extended beyond the City limits, Jakob coordinated with the City of Bellevue on the design of the NE 30th Street intersection in order to create a complete bicycle connection between the two cities.

156th Avenue Cycle Track, Redmond, WA

Jakob was a design engineer for a sidewalk and separated bike lane project on 156th Avenue NE in Redmond. Jakob produced concept designs for the alternatives analysis phase of the project, and is now serving as the Project Manager for the construction phase.

Bel-Red, NE 40th Street to NE 28th Street Bicycle Facility, Redmond, WA

Jakob was the Project Manager for the conceptual design of a two-way protected bike lane on Bel-Red Road in Redmond. In addition to developing the design and providing guidance on bicyclist safety to the City of Redmond staff, Jakob led the production of the conceptual designs in AutoCAD.

Bel-Red, NE 40th Street to WLSP Bicycle Facility, Redmond, WA

Jakob was the Project Manager for the conceptual design of a two-way protected bike lane. He developed the design and provided guidance on bicyclist safety to City staff. Jakob led the production of the conceptual designs in AutoCAD.

OTHER RELEVANT EXPERIENCE

Avondale Way Bicycle Facility, Redmond, WA
Bel Red WLSP to 28th Bike Facility, Redmond, WA
Bicycle Design Manual Update, Redmond, WA
Downtown Bicycle Facilities Concept Designs, Redmond, WA
Light Rail Station Analysis, Redmond, WA
NE 31st Street Connection, Redmond, WA
WLSP Bicycle Facility, Redmond, WA



ASHLEY GIBSON, SEGD

ENVIRONMENTAL GRAPHIC DESIGNER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 3
 Toole Design: 2024-Present
 The Bikery: 2023-2024
 YMCA Earth Service Corps: 2023-2024
 MDMD: 2022-2023
 RORA: 2022

EDUCATION / CERTIFICATION

Bachelor of Design, Visual Communication Design, University of Washington: 2023
 LEED Green Associate
 U.S. Green Building Council

Ash is a junior environmental graphic designer with experience in environmental education and public health, empowering young voices as experts in their communities to drive sustainability and develop projects that promote ecological health and integrate nature into urban settings. She has contributed to strategy, research, and design efforts for both public and private organizations in health and wellness, education, and social infrastructure. Ash specializes in wayfinding and information design.

SELECTED PROJECT EXPERIENCE

Tacoma Dome Station Wayfinding, Tacoma, WA

Ash is as an environmental graphic designer responsible for developing wayfinding plans for the construction of a wayfinding strategy that guides users to six different transit lines supported by two garages at this flagship transit hub. Her strategy carefully considers the various journeys and needs of transit users to help them navigate a complex situation quickly.

CMPO Trail Wayfinding and Branding, Cedar Rapids, IA

Ash is responsible for designing a new wayfinding strategy to implement in Cedar Rapids, and surrounding towns, that bring life to the unique charm of each destination while communicating a greater connection and reliability across the eight trails. Her designs carefully leverage native flora as well as local industry to help trail users easily identify and navigate this trail network.

SNG FIFA Wayfinding, Seattle, WA

In collaboration with Seattle Neighborhood Greenways, Ash designed a temporary wayfinding system to guide bike riders from Ballard to Lumen Field, where several 2026 FIFA World Cup matches will be held. The route features clear, encouraging signage with maps and simplified intersection diagrams that support navigation and build rider confidence. The project promotes biking as a joyful, accessible way to experience the city—whether for a global event or a local trip.

RideKC Streetcar Wayfinding, Kansas City, MO

Ash is currently developing a durable pedestrian wayfinding system along the Kansas City Streetcar route to serve both the 2026 FIFA World Cup and the city's long-term mobility goals. Designed to help visitors and locals navigate downtown, the system includes signage typologies, ride- and walk-scale maps, and a flexible color strategy tied to district identity. The design draws from national best practices to support multimodal travel and guide people to key destinations along the corridor.

OTHER RELEVANT EXPERIENCE

Friends of Seattle's Olmsted Parks Communications Committee, Seattle, WA
Kirkland Active Transportation Guide, Kirkland, WA
Seattle Parks Trail Classification and Signage, Seattle, WA
Sandy Williams Connecting Communities Program
WSDOT Washington Cycle Highway Action Plan



TERESA DAMASKE, PLA

LANDSCAPE ARCHITECT

PROFESSIONAL HIGHLIGHTS

Years of Experience: 22
 Toole Design: 2017-Present
 MIG/SvR: 2015-2017
 SvR Design Company:
 2006-2015
 Integrated Site Design:
 2003-2006
 Northeast Greenways:
 2002-2003

EDUCATION / CERTIFICATION

Bachelor of Science,
 Landscape Architecture,
 Cornell University: 2002
 Professional Landscape
 Architect: OR, WA
 Washington State University
 Low-Impact Development
 Certificate: 2013
 Plant Amnesty's Master Pruner
 Certificate: 2015

APPOINTMENTS / AFFILIATIONS

Northwest Horticultural Society

Teresa is a landscape architect who has collaborated on Complete Streets and streetscape plans, on-street bicycle facilities and wayfinding systems, and numerous projects that make walking and biking easier and safer. Teresa has contributed to the wayfinding and signage for proposed neighborhood greenways in the City of Kirkland as well as for many miles of bicycle route wayfinding for the City of Seattle. When developing wayfinding plans, she draws upon her professional experience designing safer streets and her personal experience as a pedestrian and bicycle commuter.

SELECTED PROJECT EXPERIENCE

King County Park Comprehensive Sign Manual, King County, WA

Toole Design worked with King County Parks to develop a comprehensive manual for signage in parks. The manual compiles existing wayfinding and branding information in one place and provides information on process, design, etc. Teresa led the development of new 2D and 3D graphics to create a cohesive look throughout the manual.

Bicycle Design Manual Update, Redmond, WA

Toole Design helped the City of Redmond's update their Bike Facility Design Manual. The update involved incorporating the concept of Bicycle Level of Traffic Stress (LTS) into the manual by providing a methodology for determining LTS and providing guidance on which bike facility treatments in the manual will help meet the LTS goals of the City. Teresa assisted with the production of new bike facility graphics that followed the latest best practice for bike facility design, including new graphics on bus stops, right turn lanes, bikeway transitions, and other elements.

NE 31st Street Connection, Redmond, WA

Toole Design created the PSEs for a new shared use path through the Microsoft Building 109 parking lot to connect the SR 520 Trail, the bridge to the Overlake Lightrail Station and the Redmond Street grid. Teresa coordinated tree protection, irrigation, and landscape restoration. Construction was completed in 2021.

OTHER RELEVANT PROJECTS

- 156th Avenue NE Cycle Track, Redmond, WA**
- Redmond Bicycle Design Manual Update, Redmond, WA**
- Bel-Red Buffered Bike Lanes, Redmond, WA**
- Overlake Street Design Update, Redmond, WA**
- Redmond Transportation Plan, Redmond, WA**
- DRLE at Marymoor Park, Redmond, WA**
- Cleveland Street Trees and Sidewalks, Redmond, WA**
- North 30th Street Preliminary Design Project, Boulder, CO**



ALLISON PHILLIPS

OUTREACH AND MULTIMODAL PLANNING LEAD

PROFESSIONAL HIGHLIGHTS

- Years of Experience: 13
- Toole Design: 2023-Present
- Bicycle User Experience (BUX): 2021-2022
- Independent Consultant: 2016-2023
- gea21: 2017-2020
- SvR Design Company: 2007-2009
- University of Texas at Austin: 2005-2006

EDUCATION / CERTIFICATION

- Master of Science, Community and Regional Planning, University of Texas at Austin: 2007
- Master of Arts, Latin American Studies, University of Texas at Austin: 2007
- Bachelor of Arts, Biology, University of Oregon: 1997

AWARDS

- Special Mention for Planning and Analysis for Seattle Pedestrian Master Plan, Washington ASLA: 2010

Allison is a transportation planner with private sector experience developing and implementing bicycle and pedestrian plans, multimodal encouragement programs, and facilitating public engagement processes. She specializes in plans and designs that support multimodal transportation choices for caregivers and children, Safe Routes to Schools, Vision Zero/sustainable safety, and research and technical writing related to active transportation and sustainable urbanism. Fluent in Spanish, Allison also supports bilingual project outreach work.

SELECTED PROJECT EXPERIENCE

Redmond Transportation Plan Update, Redmond, WA

Allison led the Toole Design Team’s modal integration and alternative sidewalks analyses for the Transportation Plan update, contributing to the Bicycle, Transit, and Pedestrian chapters. Using GIS, she identified opportunities to improve comfort and safety for people walking and biking by analyzing sidewalk gaps in relation to the proposed bicycle network. Her team also guided policy and design discussions to support alternative sidewalk implementation. Findings were delivered in a technical memo and slide deck to support stakeholder engagement.

City of Redmond Bicycle Network Strategy Update, Redmond, WA

Allison served as project manager for Toole Design on the Redmond Bicycle Network Strategy Update, which focused on shifting short trips from single-occupancy vehicles to bicycles in support of the City’s VMT and GHG reduction goals. Working closely with the City of Redmond, the team developed a vision, network principles, strategic actions, performance metrics, and implementation guidance. The updated network connects neighborhoods to light rail stations, schools, urban centers, and major employers through safe, high-comfort bicycle facilities. Allison played a key role in the development of technical memos on existing conditions, network strategy and vision, supporting network analysis and prioritization, and led the preparation of the Bicycle Chapter for Redmond’s forthcoming Transportation Master Plan update.

Overlake Street Design Requirements Update, Redmond, WA

Allison assisted with updating and streamlining content, graphics, and maps to reflect changes in the Overlake subarea and make the Overlake Village Street Requirements (RZC Appendix 7) document easier to understand and apply.

Redmond Bicycle Manual Update, Redmond, WA

Allison helped update the City of Redmond’s Bicycle Manual. Her work focused on developing a matrix of bicycle level of traffic stress (LTS) for Redmond bicycle facilities that referenced NACTO and WSDOT LTS standards.

OTHER RELEVANT EXPERIENCE

- Martin Way Crossing Study**, Olympia and Lacey, WA
- City of Tukwila Local Road Safety Plan**, Tukwila, WA

6. TOOLE DESIGN EXPERIENCE

Toole Design has worked on many similar projects to the Parks and Trails and Wayfinding Standards and Strategy Plan. Below, we have featured some of our most relevant work.

KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS KING COUNTY, WA

Toole Design has worked with King County Parks since 2015, providing technical expertise through a variety of multi-disciplinary and trail-oriented on-call contracts and stand-alone work. In these projects, we have supported King County’s goals around healthy communities and equitable access to recreation and opportunity. Project types range from trail master planning to technical design work and implementation, including wayfinding and environmental graphic design, GIS analyses, and trail design and engineering. Relevant projects below.

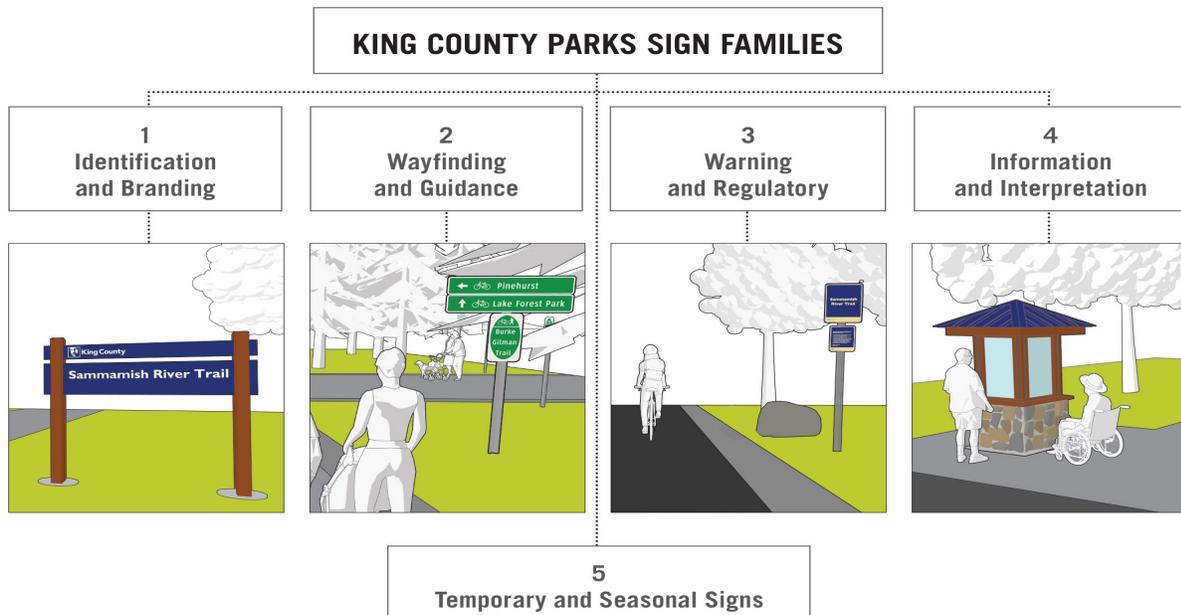
King County Sign Manual

Toole Design developed a comprehensive sign manual for use by staff, formalizing and consolidating the varied signs and standards used in the County’s parks, facilities, trails, and natural areas into one document. The manual addresses identity and branding, wayfinding and guidance (for bicycles, pedestrians, and drivers), warnings and regulations, and information and interpretation of signs. It provides guidance for the full life cycle of signs, from selection, planning, and design to materials, procurement, programmatic placement, installation details, and maintenance.

Drawing from the National Parks Service Uni-Guide, AASHTO, and MUTCD guidelines, the manual aligns King County’s standards with signage best practices, including for accessibility and translation. The final product consolidates policies and design standards for signs in King County properties to benefit users of the entire park system.

Eastrail Wayfinding Plan and Project

Toole Design is leading a team of trail planners, environmental graphic designers, and engagement specialists on this wayfinding project for the Eastrail, using new project branding. This goal is to develop a coordinated system of sign graphic standards for wayfinding on the Eastrail, which is currently being built in phases through seven cities and two counties. This effort is intended to develop wayfinding signs that incorporate Eastrail and local jurisdictional branding, connections to regional transit and intersecting regional trails, and other key destinations through the region. The sign design are intended to appeal to and attract a wide array of users with the goal making Eastrail more reflective of the diverse communities the trail passes through.

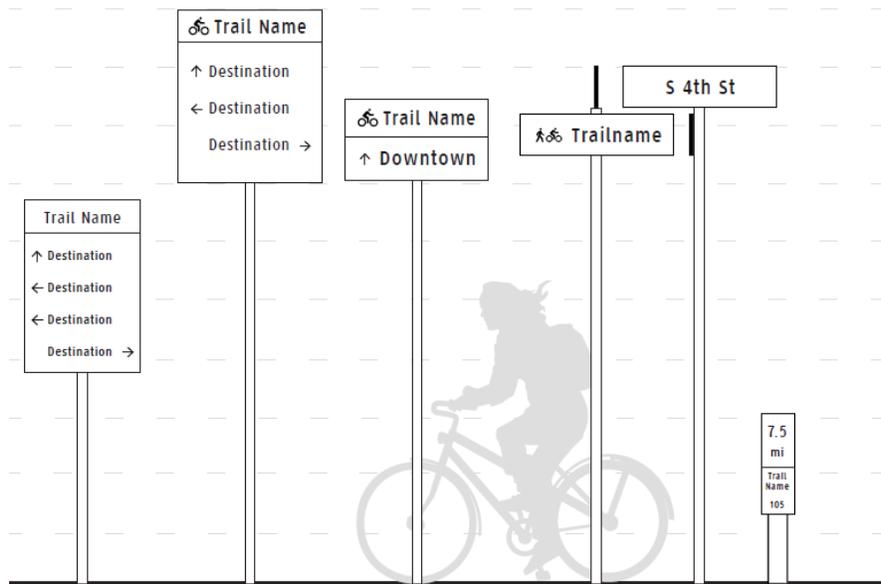
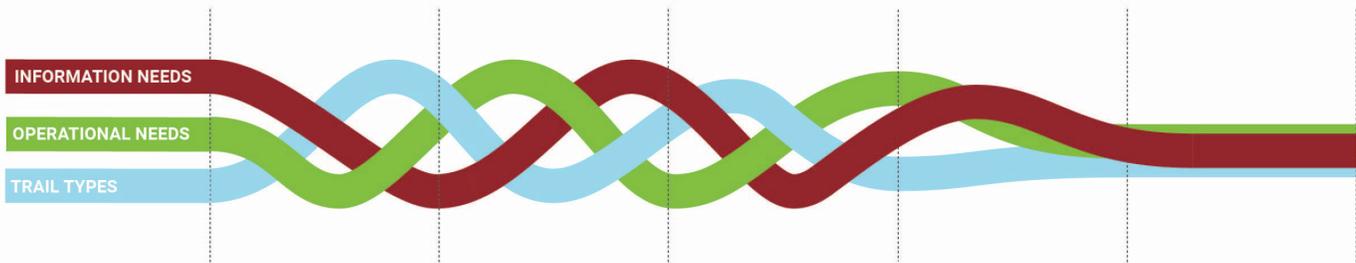


SEATTLE PARK TRAILS CLASSIFICATION AND SIGNAGE STUDY

SEATTLE, WA

Seattle Parks and Recreation manages an extensive trail network of over 50 miles of paved and over 90 miles of soft-surface trails, used by an increasingly diverse group of users and modes including e-bikes, scooters, mobility assistance devices, micromobility vehicles, mountain bikes, runners, walkers, and pets.

To better address these uses, Toole Design is working on a new trail classification system to help SPR better manage their trail system and meet ever increasing demands. The typology takes into account trail purpose, context, user needs, design and maintenance considerations. The trail classification will inform the development of a trail wayfinding signage family recommendations.



| Trail Decision | Street Decision | Street Confirmation | Street/Trail name | Mile Marker |
|---|--|--|---------------------------------------|---|
| Destinations reachable via the trail or by turning onto an intersecting bikeway | Destinations that are reachable from the street or turns onto adjacent streets | Trail name/ directional confirmation | Name of intersecting street and trail | Mile number, trail name. May include unique location identifier |
| At intersections that lead to relevant destinations | At streets and intersections that lead to relevant destinations | After turns or at intervals along routes | At intersections | Every mile or 1/2 mile, depending on agency preference |

MONTGOMERY PARKS SIGN AND STANDARD MANUAL

MONTGOMERY COUNTY, MD

Toole Design is working with Montgomery Parks to establish new sign standards across their 419 parks totaling over 37,000 acres. The team reviewed existing signage at a high level across different park typologies (Regional, Conservation, Neighborhood, Urban) and worked with stakeholders to determine the needs of different facilities.

The resulting solution is a modular sign system that allows for infinite combinations of information, identification, and regulatory signage, color coded to help visitors navigate the information presented without overwhelm. The sign system will ultimately be delivered as a comprehensive manual as well as sign templates for use by the in-house sign shop.



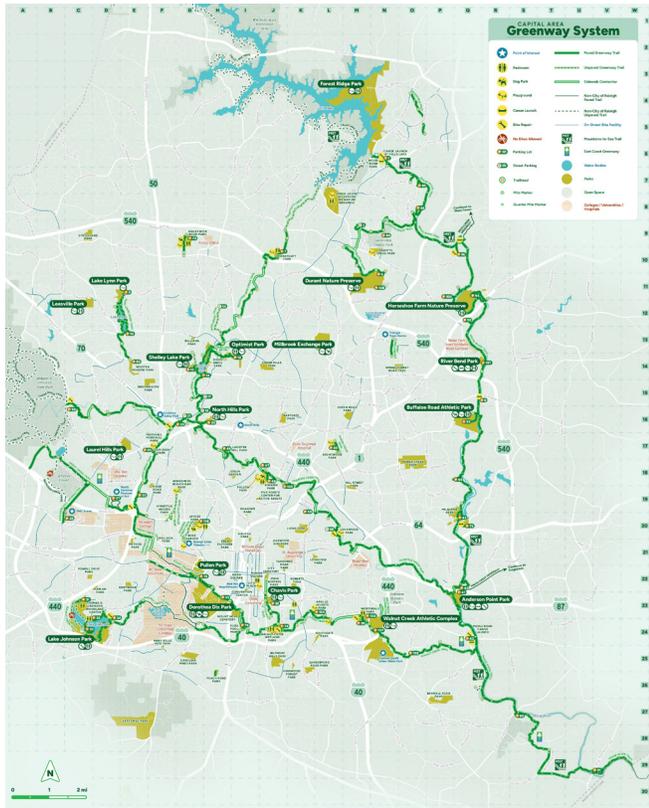
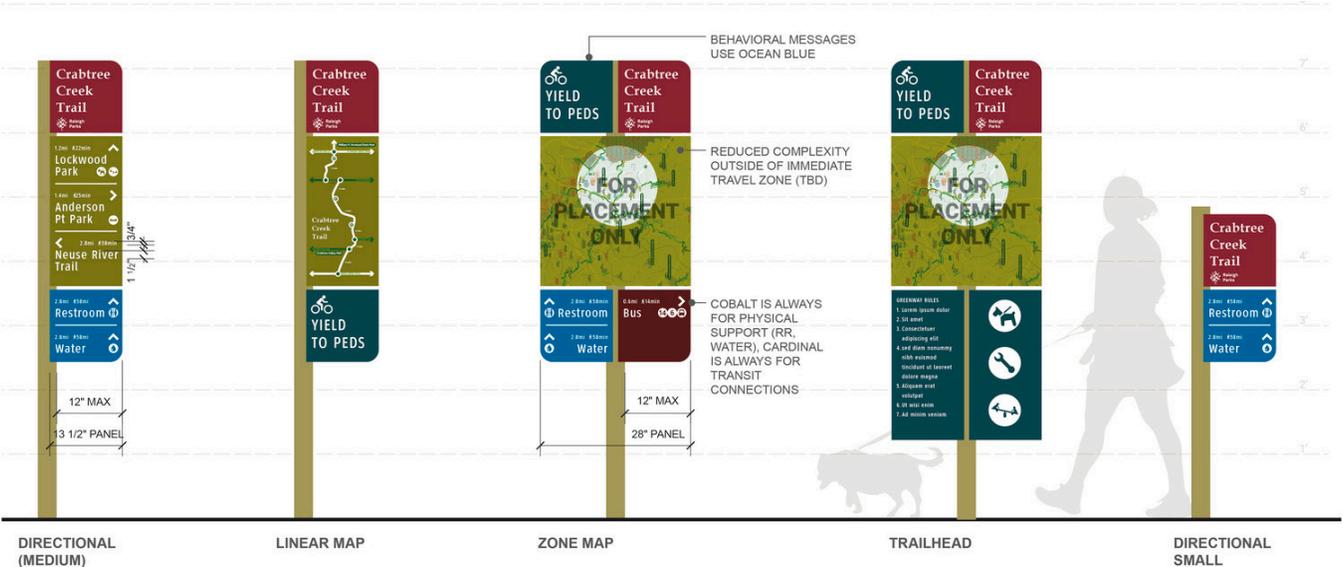
Above: Examples of sign panels on a 6" module with 1/2" spacing, allowing for easy combination and development of new sign types
 Below: Examples of mounted sign panels in typical arrangements



CAPITAL AREA GREENWAY WAYFINDING PLAN

RALEIGH, NC

Toole Design is partnering with the City of Raleigh to develop a Wayfinding Plan for the Capital Area Greenway System. This Plan reflects a new, modular approach to wayfinding content that updates existing sign types to minimize replacements as well as adding new types to expand the usefulness of the system. As a critical piece of the active transportation network, greenway trails in Raleigh connect people to homes, schools, parks, transit, and other destinations throughout the community. Current wayfinding is focused on the recreational user. This effort creates a strategy to wayfinding that can be used over the next several years as greenway trail signage is replaced and new trails are developed.



CORRIDOR MPO TRAIL BRANDING AND WAYFINDING CEDAR RAPIDS, IA

The Corridor Metropolitan Planning Organization has aggressively funded many new miles of trails and bikeways throughout MPO planning boundaries, which include Cedar Rapids, Linn County, and six smaller communities. The result has been a trail network that has grown significantly, often outpacing community awareness of the new trails. There have been several efforts to “brand” this burgeoning trail network, but conflicting trail naming efforts at the local and state level contributed to confusion about the name of the network versus the name of local trails. Toole Design staff spent several days in the Cedar Rapids area getting to know both the trails and the member communities within the MPO. We toured the trails, met with local officials to understand their goals, and asked stakeholders about their preferences for materials, sign types, and design. We also distributed an initial public survey during this phase. Over six hundred respondents confirmed that people in the region were confused about trail names and unaware of many trails in the area.



Custom illustrations address behavioral issues with humor

Our approach to the branding recommended emphasizing individual trail names and using a visually consistent wayfinding sign family throughout the region so that users learn about the regional network. The selected sign design and sign family for the Corridor MPO region area is a beautiful set of signs that quietly reference both Iowa’s rolling hills and the artistic compositions of Grant Wood, a Cedar Rapids native for whom one of the main trails is named. They are also highly legible and easy to understand.

The Toole Design Team is currently finalizing sign deployment plans for around 170 wayfinding signs along trails and bikeways in Cedar Rapids, Ely, Hiawatha, and Marion. We are also preparing design intent documents that will be integrated into bid packages. The final deliverable will be both the bid packages, as well as an easy-to-follow Branding and Wayfinding Plan that member communities can use on future wayfinding efforts.



Sign family for CMPO, using abstracted gradients based on the paintings of Grant Wood and incorporating painterly details

7. REFERENCES

Toole Design is proud of the work we have completed for our clients. Please contact the references included below to learn about their experiences working with our staff.



KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS

Curt Warber, Eastrail Program Manager
206.263.9645, cwarber@kingcounty.gov

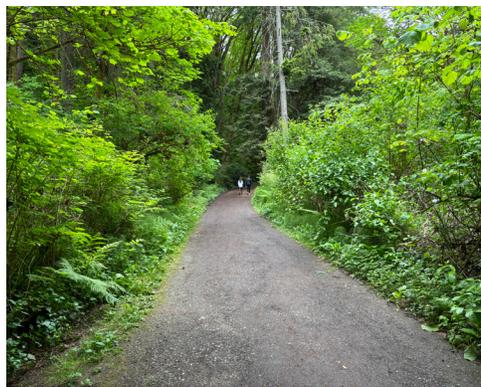
Toole Design is leading a team of trail planners, environmental graphic designers, and engagement specialists on this wayfinding project for the Eastrail. Additionally, Toole Design developed a comprehensive sign manual for use by King County Parks staff.



CITY OF BREMERTON

Katie Ketterer, Project Manager
360.473.5334, katie.ketterer@ci.bremerton.wa.us

Toole Design developed signage and wayfinding for the City's downtown core, including custom illustrated maps.



CITY OF SEATTLE

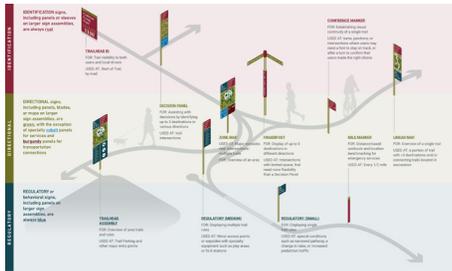
Ben Johnson, Planning & Development Specialist
253.341.8293, ben.johnson@seattle.gov

Toole Design is working on a new trail classification system to help the City of Seattle Parks and Recreation Department better manage their trail system and meet ever increasing demands.

8. COST

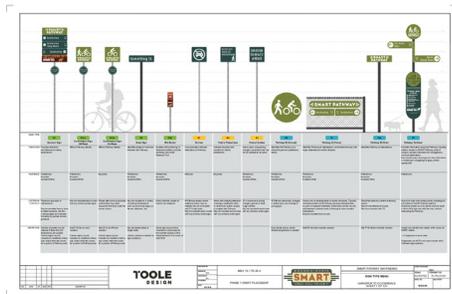
| | A. Cody | K. Lohse | E. Williams | A. Gibson | T. Damaske | A. Phillips | J. Ward | A. Mills | Intern | TOTAL |
|---|----------------|-----------------|-----------------|-----------------|--------------|----------------|--------------|----------------|----------------------|-----------------|
| TASKS | \$320 | \$234 | \$230 | \$124 | \$210 | \$180 | \$214 | \$290 | \$124 | |
| 1: PROJECT MANAGEMENT | | | | | | | | | | |
| Task 1 Hours | 1 | 20 | 8 | 2 | - | 2 | - | - | - | 36 |
| Task 1 Cost | 1,280 | 4,680 | 1,840 | 248 | - | 360 | - | - | - | \$8,408 |
| 2: ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING | | | | | | | | | | |
| Task 2 Hours | 2 | 20 | 40 | 80 | - | 30 | - | - | 16 | 188 |
| Task 2 Cost | 640 | 4,680 | 9,200 | 9,920 | - | 5,400 | - | - | 1,984 | \$31,824 |
| 3: DESIGN STANDARDS | | | | | | | | | | |
| Task 3 Hours | 2 | 24 | 44 | 140 | 2 | 2 | 2 | 2 | - | 216 |
| Task 3 Cost | 640 | 5,616 | 10,120 | 17,360 | 420 | 420 | 428 | 580 | - | \$35,164 |
| 4: SIGN MANUAL AND IMPLEMENTATION PLAN | | | | | | | | | | |
| Task 4 Hours | 2 | 16 | 22 | 106 | 2 | 2 | 2 | 2 | - | 154 |
| Task 4 Cost | 640 | 3,744 | 5,060 | 13,144 | 420 | 360 | 428 | 580 | - | \$24,376 |
| <i>Subtotal (Hours)</i> | <i>10</i> | <i>80</i> | <i>114</i> | <i>328</i> | <i>4</i> | <i>34</i> | <i>4</i> | <i>4</i> | <i>16</i> | <i>594</i> |
| <i>Subtotal (Cost)</i> | <i>\$3,200</i> | <i>\$18,720</i> | <i>\$26,220</i> | <i>\$40,672</i> | <i>\$840</i> | <i>\$6,120</i> | <i>\$856</i> | <i>\$1,160</i> | <i>\$1,984</i> | <i>\$99,772</i> |
| | | | | | | | | | <i>Expenses</i> | <i>\$225</i> |
| | | | | | | | | | PROJECT TOTAL | \$99,997 |

9. SAMPLES



CAPITAL AREA GREENWAY WAYFINDING PLAN

<https://raleighnc.gov/projects/capital-area-greenway-system-wayfinding-plan>



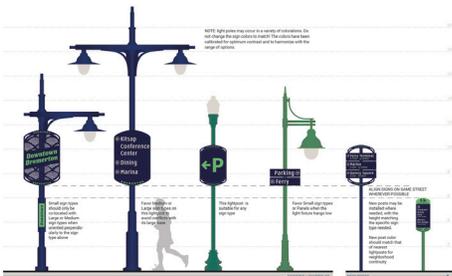
SMART PATHWAY WAYFINDING PLAN

https://www.sonomamarintrain.org/smart_pathway



BROOMFIELD WAYFINDING PLAN

<https://www.broomfieldvoice.com/wayfinding>



BREMERTON WAYFINDING PLAN

<https://www.bremertonwa.gov/1281/wayfinding-planning>

10. BUSINESS NAME

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., am authorized to legally bind Toole Design Group, LLC. I confirm that this proposal has been made in the official name of the firm.



Jessica Fields, PE, AICP

Director of Operations, Western U.S.

11. BUSINESS LICENSE

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., can confirm that Toole Design Group, LLC has the proper City of Redmond business license required to perform the services outlined in this proposal. A copy of our business license is included on the following page.

12. VALID TIME PERIOD

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., confirm that our proposal is valid for at least 120 days.



STATE OF WASHINGTON
BUSINESS LICENSING SERVICE

Thank you for renewing online

Your license renewal has been submitted. Please print this receipt for your records and allow 14 days to receive your new business license document in the mail.

Previous Expiration Date: 31-May-2025 **New Expiration Date:** 31-May-2026
Confirmation Number: 0-046-846-069 **Filing Date and Time:** 05/13/2025 09:59:49 AM
Payment Method: Card ending in 1884

Business Entity Information

Legal Entity Name: TOOLE DESIGN GROUP, LLC
 Account ID: 602611046-001-0001

Business Location Information

Location Name: TOOLE DESIGN GROUP, LLC
 Business Phone: (301) 927-1900
 Business Fax: None
 Location Address: 8484 GEORGIA AVE STE 800 SILVER SPRING MD 20910-5609
 Mailing Address: 8484 GEORGIA AVE STE 800 SILVER SPRING MD 20910-5609

| Endorsement(s) | Begin | End |
|---|--------------|------------|
| Kirkland General Business - Non-Resident | 06/01/2025 | 05/31/2026 |
| Monroe General Business - Non-Resident | 06/01/2025 | 05/31/2026 |
| Mercer Island General Business - Non-Resident | 06/01/2025 | 05/31/2026 |
| Redmond General Business - Non-Resident | 06/01/2025 | 05/31/2026 |

| Fee Type | Begin | End |
|--------------------|--------------|------------|
| Kirkland Empl Fee | 06/01/2025 | 05/31/2026 |
| Redmond Empl Fee | 06/01/2025 | 05/31/2026 |
| BLS Processing Fee | 05/13/2025 | |

Third-Party Card Processing Fee

Certificate Of Completion

| | |
|---|--------------------------------|
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| Source Envelope: | |
| Document Pages: 30 | Signatures: 1 |
| Certificate Pages: 2 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | DocuSign Purchasing |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 15670 Ne 85th St |
| | Redmond, WA 98052 |
| | docusignpurchasing@redmond.gov |
| | IP Address: 97.140.152.174 |

Record Tracking

| | | |
|--------------------------------------|--------------------------------|--------------------|
| Status: Original | Holder: DocuSign Purchasing | Location: DocuSign |
| 6/6/2025 8:41:54 AM | docusignpurchasing@redmond.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Redmond, WA | Location: Docusign |

Signer Events

Jessica Fields, PE, AICP
 jfields@tooledesign.com
 Regional Operations Director
 Toole Design Group, LLC
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 DFBBE8B7B2EF4C6...
 Signature Adoption: Pre-selected Style
 Using IP Address: 97.140.152.174

Timestamp

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 Viewed: 6/6/2025 8:53:00 AM
 Signed: 6/6/2025 8:54:00 AM

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

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 Signed: 6/6/2025 2:29:12 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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| Payment Events | Status | Timestamps |
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