

City of Redmond



Agenda

Tuesday, June 4, 2024

4:30 PM

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

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralee Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Osman Salahuddin

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

AGENDA

ROLL CALL

1. Approval of a Supplemental Agreement to the Contract with [CM 24-259](#) HDR, Inc. in the Amount of \$242,906 for the Evans Creek Relocation Project

[Attachment A: Site Map](#)

[Attachment B: Summary Budget Table](#)

[Attachment C: Supplemental Agreement 8](#)

Department: Public Works, 5 minutes

Requested Action: Consent, June 18th

2. Interlocal Agreement Between the City of Redmond and the [CM 24-240](#) City of Bellevue for Intersection Improvements at NE 40th Street and 148th Avenue NE

[Attachment A: Interlocal Agreement](#)

[Attachment B: Preliminary Site Plan and Vicinity Map](#)

Department: Public Works, 5 minutes

Requested Action: Consent, June 18th

3. Approval of a Consultant Agreement with Consor for the [CM 24-256](#) Pavement Management - NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE) Project

[Attachment A: Pavement Management](#)

[Attachment B: Ad Info Pavement Management](#)

[Attachment C: Consor Consultant Agreement](#)

Department: Public Works, 5 minutes

Requested Action: Consent, June 18th

4. Quasi-Judicial: Adoption of Ordinance for Garbarino Plat [CM 24-241](#)

[Attachment A: Ordinance](#)

[Attachment B: Vicinity Map](#)

[Attachment C: Hearing Examiner's Decision](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, June 18th

5. Transportation Master Plan Status Update

[CM 24-262](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Informational

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: 6/4/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-259
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
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DEPARTMENT STAFF:

Public Works	Rob Crittenden	Project Manager
Public Works	Emily Flanagan	Senior Engineer
Public Works	Steve Gibbs	Engineering Manager Acting
Public Works	Vangie Garcia	Deputy Director

TITLE:

Approval of a Supplemental Agreement to the Contract with HDR, Inc. in the Amount of \$242,906 for the Evans Creek Relocation Project

OVERVIEW STATEMENT:

This supplement for the Evans Creek Relocation project, Project No. 0995-406-02 is needed to obtain permits, assist with property rights acquisition and relocation, and complete final design. It increases the maximum amount payable to \$2,923,587.

This supplement is for additional work over and above what was anticipated for environmental permit preparation and property acquisition. Recently, FEMA indicated a change in the Conditional Letter of Map Revision (CLOMR) process for the project that requires additional work and extends the project timeline. Additional services are also required for negotiations for property acquisition due to changes in internal staffing capacity in Real Property Services.

Evans Creek is a Class I stream situated in a highly developed area in southeast Redmond. It has a narrow riparian buffer, is channelized, sits adjacent to industrial properties, and may be influenced by stormwater runoff. This project will relocate about 3,000 ft of creek into open space to the north and connect to new channel enhancements downstream completed by the Washington State Department of Transportation in 2013. Council authorized property rights acquisition on February 5, 2013, when the Consultant Agreement for preliminary design was approved.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
Redmond Watershed Management Plan

Stormwater CIP
WRIA 8 Chinook Conservation Plan (2005 and 2017 update)

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

OUTCOMES:

This project will:

- Relocate the stream channel away from existing industrial land use and into open space with forested riparian habitat
- Enhance in-stream habitat conditions and complexity
- Manage invasive plant species and establish native vegetation communities
- Increase riparian buffer and floodplain connectivity
- Improve fish passage to the upper watershed
- Provide the type of habitat needed to support significantly enhanced juvenile salmon rearing
- Increase passive recreational opportunities to foster environmental stewardship from the community
- Increase the potential for redevelopment of adjacent industrial properties with associated requirements for the installation of water quality and flow control facility upgrades

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:
\$242,906

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):
Stormwater CIP, Multiple grants

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
6/18/2024	Business Meeting	Approve

Time Constraints:

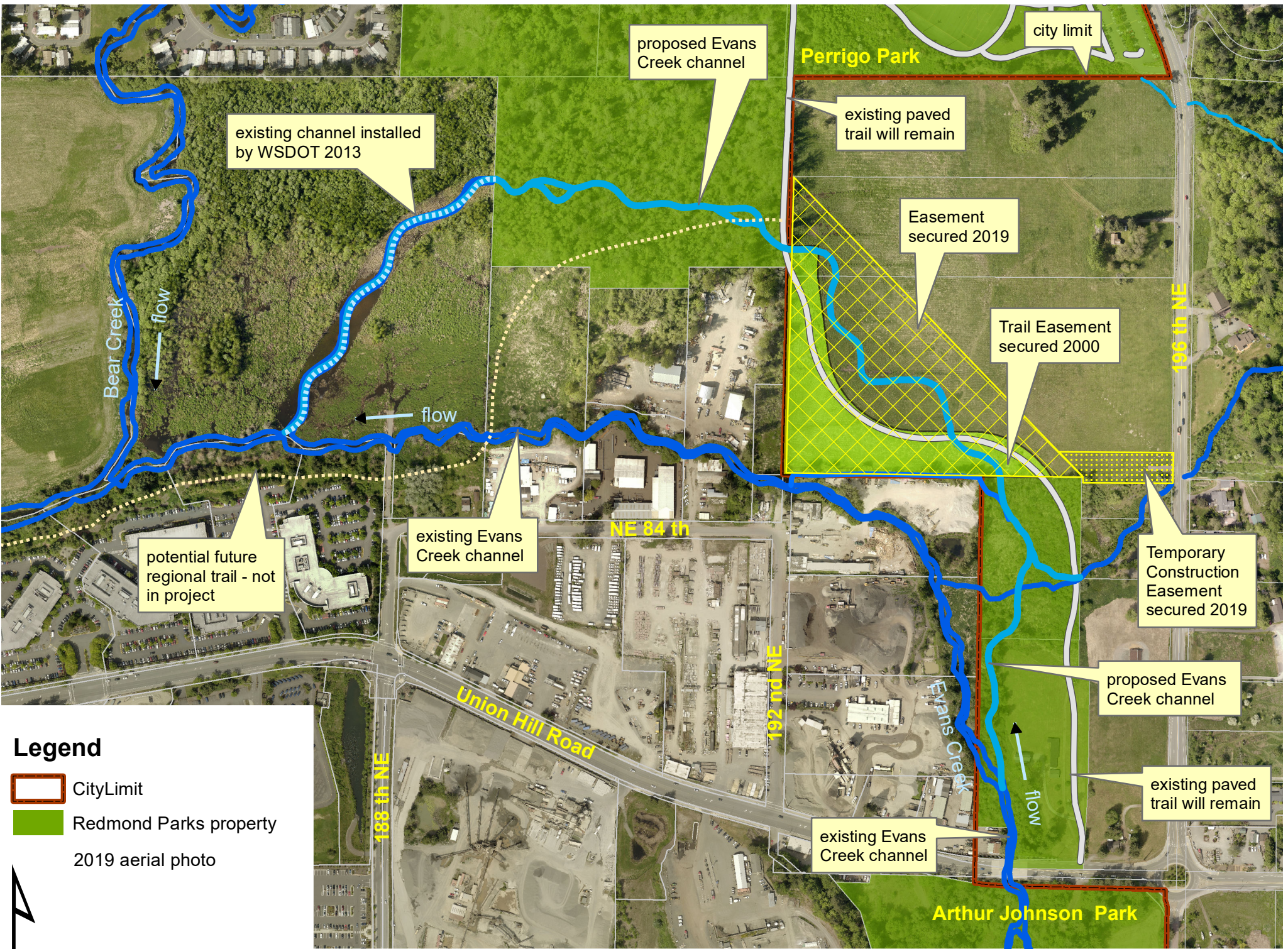
The project needs to continue through the permit and property rights acquisition stage in order to meet the goal of construction over the summers of 2025-2026. Delays could cause increase in project costs, property owner changes, and other changes that could impact the project scope, schedule, and/or cost. The easement acquired in 2019 expires 3 years following the date when the city secures all permits for the project.

ANTICIPATED RESULT IF NOT APPROVED:

Progress on the project would stop. Previously obtained property rights may be lost.

ATTACHMENTS:

- Attachment A - Project Information Sheet with Site Map
- Attachment B - Summary Budget Table
- Attachment C - Supplemental Agreement 8



Legend

- CityLimit
- Redmond Parks property

2019 aerial photo

650 325 0 650 Feet

**Attachment B - Summary Budget Table
Evans Creek Relocation (Project No. 0995-406-02)
Final Design & Permitting Phase**

**Supplemental Agreement No. 8
to HDR Consultant Agreement #7075**

Status of HDR Consultant Agreement #7075 as of December 2022:

Agreement	Agreement Date	Expiration Date	Base	Contingency	SubTotal	Total
Consultant Agreement	2/7/13	12/31/15	\$810,868	\$100,000	\$910,868	\$910,868
Supplemental Agreement 1 – Time Extension	10/20/15	12/31/16	N/A	N/A	N/A	
Supplemental Agreement 2 – Time Extension	9/30/16	12/31/17	N/A	N/A	N/A	
Supplemental Agreement 3 – Time Extension	1/23/18	12/31/19	N/A	N/A	N/A	
Supplemental Agreement 4 – Time Extension	12/20/19	12/31/20	N/A	N/A	N/A	
Supplemental Agreement 5 – Final Design, Permitting	12/1/20	12/31/25	\$1,487,148	\$182,852	\$1,670,000	\$2,580,868
Supplemental Agreement 6 – Final Design	12/15/21	12/31/25	\$49,828	\$-0-	\$49,828	\$2,630,696
Supplemental Agreement 7 – Final Design	12/15/22	12/31/25	\$49,985	\$-0-	\$49,985	\$2,680,681
Supplemental Agreement 8 – Final Design	XX	12/31/25	\$219,706	\$23,200	\$242,906	\$2,923,587

Supplemental Agreement No. 5 note:

The original Consultant Agreement was executed in 2013. An updated Consultant Agreement is attached to reflect the most recent LAG standard agreement as of the time of this Supplemental Agreement. This updated Consultant Agreement shall take precedence over the original agreement for work within this and later supplements.



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

The Local Agency of _____
desires to supplement the agreement entered into with _____
and executed on _____ and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

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

II

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

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A

SCOPE OF SERVICES

Background

HDR Engineering, Inc (Consultant) has been working in partnership with the City of Redmond (City) to deliver the Evans Creek Relocation project for more than ten years. Our 2013 Consultant Agreement with the City provided for 30% design, including engineering, permits, geotechnical investigation, public involvement, cultural resources investigation, and initial right of way services.

Since project initiation, we have faced three significant challenges: Property acquisition, global pandemic, and permit agency staff reductions. HDR has worked closely with City staff to navigate these challenges in the most cost-effective manner while continuing to deliver a project that meets the City's project objectives.

Property Acquisition

The 2015 property acquisition challenges, that were ultimately resolved through litigation between the City and property owners, created a four-year project delay that required adjustments to the design and introduction of new staff at the City, HDR, and at permitting agencies.

In 2019, with the easement in hand, design and permitting commenced again. A supplemental agreement in 2019 updated and replaced tasks in the Consultant Agreement to update the 30% design and finalize preparation and submittals of long-lead permits.

Global Pandemic

Significant progress was made in 2019, to be slowed again with the global pandemic. The 60% design submittal included an updated Opinion of Probable Construction Cost that was significantly higher than the 30% design submittal due to both pandemic and other unprecedented construction market increases. The City requested that HDR look at numerous items to reduce the scope and thereby reduce the construction cost. The process involved reducing the design boundaries and redoing work to get approval for a new proposed design to move forward. Those re-design efforts reduced total construction scope and brought project costs closer to the City's planned project budget.

In 2020, the agreement was amended to include the following:

- Extension of project management task to June 2023
- Final design and preparation of ad-ready plans, specifications and engineering
- Permitting for Redmond, King County, State and Federal Agencies
- Real estate services to acquire easements for construction and for long-term maintenance and/or project needs
- Public outreach/involvement support through the ad process
- Bid support to get the project through the ad process

Permit Agency Staff Reductions

This final design phase has been impacted by reduced staffing levels at each of the permitting agencies. That resulted in permits sitting on agency desks for months without any action. For example, it took 11 months from the submission of the floodplain permit to the King County Department of Local Services to get any technical feedback on the application. These delays and challenges were so significant that the City Public Works Director made inquiries with other agencies to get permits moving again. Even that escalation has had limited success in moving the project forward. One result of changing staff at other agencies in the midst of project design is that the County has also requested additional work and documentation to obtain critical area permits.

This new supplemental agreement is intended to address the last of these challenges and bring the project design through to completion. This supplemental scope of services includes:

- Extending the time for the project and providing for additional project management.
- Updating ongoing tasks with new rates that apply due to the time extension.
- Incorporating the City's comments on the 100% plans into the ad-ready design documents, finalizing reports, and updating the specifications to the new WSDOT/City standards.
- Responding to King County and WDFW additional requests for permitting including preparation of a Mussel, Lamprey and Fish Exclusion Plan and a Freeboard Variance Memorandum.
- Early in the design process, City staff and HDR had discussions with FEMA. The City and HDR agreed that due to the complex nature of the Evans Creek floodplain system with Bear Creek, HDR should prepare a no-rise assessment to obtain the King County floodplain permit. That approach is no longer supported by FEMA and King County, so the team is now seeking a Conditional Letter of Map Revision (CLOMR) from FEMA in order to receive the King County Floodplain permit.
- Delays resulted in additional updates to real estate appraisals, and relocation services for owner equipment and materials has been added.

Future scope updates and/or supplemental agreements are anticipated to support the construction process and to extend the agreement expiration date.

Anticipated schedule to complete these tasks: Approximately January 2024-June 2025

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Scope of Services

Task 22. Project Management

Description

Due to the most recent expected one year delay in the project as described above, additional labor time is needed to manage the project through completion of design, permitting and real property acquisition. Beyond this change, the scope of work for this task is the same as in Supplemental Agreement 5.

Objective

The purpose of this task is to monitor, manage and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing in accordance with this scope of work.

HDR Services

1. Coordinate and manage the project team. Monitor and manage the scope, schedule and budget. Obtain written authorization from the City before implementing any change to this scope of work, schedule or budget.
2. Project Manager and deputy project manager will attend project management meetings with the City to review project scope, schedule, and budget issues.
3. Provide schedule milestones and task status updates for City to use in their updates of project schedule in Microsoft Project.

Client Responsibilities

1. Schedule and attend project management review meetings.
2. Provide City timelines for the schedule update (e.g. City Council actions, bid period and award process)
3. Take notes from project management meetings.

Assumptions

1. The project duration extension will be 18 months.
2. Up to 63 additional project management meetings will be held. The meetings will be one hour in length. Two Consultants will attend these meetings.

Deliverables

1. No new deliverables.

Task 23. Hydraulic Modeling and Assessment Report

Description

The scope of work in the 2020 Supplemental Agreement 5 included the preparation of a Conditional Letter of Map Revision (CLOMR) by HDR. However, due to the complex nature of the Evans Creek floodplain system with Bear Creek, and in discussions with FEMA and the City, HDR and the City agreed to prepare a no-rise assessment to obtain the King County floodplain permit. With the introduction of new agency staff and the passage of time, the CLOMR is now required to obtain the King County permit. This requirement was confirmed in a meeting with FEMA and King County staff in February 2024.

Additional work already completed includes:

1. Incorporate and review additional FEMA work maps, hydraulic model, and hydrology using work products provided by the City and King County.
2. Incorporate updated LIDAR and survey information into the models.
3. Evaluate floodplain impacts from construction phasing and stockpiling of materials.
4. Extend Existing Conditions 1D HEC-RAS model to include north overflow reach. The model had to be created from scratch because the FEMA models did not include all necessary data.

Objective

The purpose of this task is to evaluate and confirm hydraulic performance criteria for the project and to prepare CLOMR documentation required by FEMA to implement the project in a regulatory floodway and floodplain.

HDR Services

1. Separate the previously scoped Hydraulic Modeling Assessment Report into two reports: Hydraulic Modeling and Floodplain Analysis Report (for King County floodplain permit) and Hydraulic Modeling and Assessment Report (for design).
2. Prepare King County Flood permit resubmittal package and coordinate with King County on flood permit.
3. Develop Corrected Effective modeling run as requested by King County.
4. Assist City with up to two additional rounds of comment responses resulting from review by local Community Floodplain Manager

Client Responsibilities

1. City to provide consolidated (conflict resolved) review comments on project deliverables within designated (3) week review periods.
2. Coordinate the preparation and distribution of notifications to the public and landowners potentially affected by the change in hydraulic conditions (i.e. BFE, SFHA extents, floodway extents, etc.) in accordance with the CLOMR process.

Assumptions

1. The Final Hydraulic Modeling Assessment Report will be up to 100 pages in length inclusive of narratives, figures, calculation results, appendices, and CLOMR materials. Report will include documentation of hydrologic analysis done to obtain flows for modeling.

Deliverables

1. PDF and MS Word copy of draft Hydraulic Modeling and Assessment Report
2. PDF and MS Word copy of Draft Hydraulic Modeling and Floodplain Analysis Report
3. PDF copy of Final Hydraulic Modeling and Assessment Report, sealed by PE licensed in State of Washington.
4. PDF copy of Final Hydraulic Modeling and Floodplain Analysis Report, sealed by PE licensed in State of Washington.
5. King County Flood Permit materials (electronic)

Task 28. Ad-ready set

Description

The ad-ready set is being split into a draft (100% PS&E Revised) and final. The draft will address City comments on the 100% design package and the final will incorporate comments on the final permits from outside agencies, and any changes that result from negotiations for property rights acquisition. In addition, as design has advanced additional plan sheets and special provisions were required.

Objective

The objective of this task is to develop the contract documents to be used in the construction advertisement.

HDR Services

1. Address comments on 100% design documents.
2. Hold bi-weekly design team meetings.
3. Attend design coordination meetings with City.
4. Prepare draft and final Ad-Ready plans and special provisions.
5. Update special provisions to latest version of WSDOT and City of Redmond standard specifications and GSPs.
6. Update Design Documentation Report.
7. Assist City with development of bid solicitation documents such as project descriptions, schedule of values, and scope of work.

Client Responsibilities

1. Coordinate design meetings with HDR Team.
2. Prepare, coordinate, and advertise final bid solicitation documents.

Assumptions

1. The virtual bi-weekly design team meetings will be 1 hour in length and attended by up to four (4) Consultants. Up to sixteen design team meetings will be held.
2. Up to four (4) virtual design coordination meetings with the City will be one hour in length and attended by three (3) Consultants.
3. “Ad-Ready,” comments are substantive and will require significant more effort than in the original agreement.
4. The level of effort for this task was originally to develop 65 plan sheets per Supplement 5. The current set of plans is 90 sheets.
5. The Final plans and specifications will incorporate permit comments. One draft submittal will be submitted addressing City comments from the 100% design deliverable.

Deliverables

1. Electronic PDF and MS Word copy of Final Design Documentation Report.
2. Draft 100% PS&E Revised plans and specifications
3. Final ad-ready plans, specifications, and cost estimate.

Task 30. Permitting/Environmental Services

Description

The duration of this project has led to numerous staffing changes with the permitting agencies, including King County, DOE, USACE and WDFW, requiring additional coordination and communication to get the new contacts up to speed. The lack of agency staff has also led to delays in receipt of comments, thus significantly impacting the overall project schedule. In addition, each agency has requested supplemental information to obtain permits. The additional work was covered in 2023 by existing funds with the caveat that additional funds would be needed to obtain all permits for construction.

Objective

The primary objective of this task is to prepare environmental documentation and permit application packages for submittal to agencies, as well as maintain proactive coordination with the design team and agencies during the permit review process.

Task 30.2. King County Permitting Services

Consultant will prepare responses to comments from King County to obtain clear and grade permit, and floodplain permit.

Additional work already completed includes:

1. Prepare and submit responses to comments from King County Critical Areas review.
2. Prepare and submit responses to comments from King County review of other elements of the grading permit application package.

HDR Services

1. Prepare a second floodplain permit application package.
2. Prepare bond calculation forms for King County Public Agency Supplemental Agreement
3. Coordinate with King County to obtain grading and floodplain permit.

Client Responsibilities

1. No new responsibilities.

Assumptions

1. A Critical Areas Alteration Exception is not required for the project.
2. King County review of the grading permit application will not result in substantial changes to project design.
3. Up to 20 hours to coordinate with King County will be provided.

Deliverables

1. Revised Floodplain Permit Application
2. Draft and Final County Bond Calculation forms.

Task 30.3. Federal/State Permitting Services

Consultant will prepare and submit permit application packages to state (DNR, WDFW, and Ecology) and federal (USACE) agencies.

Additional work already completed includes:

1. Prepare a Mussel, Lamprey and Fish Exclusion Plan as requested by WDFW.
2. Prepare a Freeboard Variance Memorandum as requested by WDFW.
3. Attend up to four virtual coordination meetings with DOE on 404(b)(1) and contamination issues.
4. Coordinate and meet with each new USACE PM. There will be four new project managers over the course of the project.

HDR Services

1. No new services.

Client Responsibilities

1. No new responsibilities.

Assumptions

1. No new assumptions.

Deliverables

2. No new deliverables

Task 30.4. Permitting Support Services

Consultant will maintain coordination with the design team and agencies. Consultant will prepare comment/responses during the agency review process.

Additional work already completed includes:

1. Participate in coordination meetings about contamination with the City and with DOE to obtain 401 WQC.
2. Coordination with USACE to work with new USACE project managers.

HDR Services

1. No new services.

Client Responsibilities

1. No new responsibilities.

Assumptions

1. No new assumptions.

Deliverables

1. No new deliverables

Task 33. Real Estate Services**Description**

Since the original scope of services for real estate support from Supplement 5 the following changes have occurred:

- The City's decision to acquire a parcel
- Survey of the easements
- Obtaining new title reports due to the duration of the project
- Preparation of appraisals and time delays for review and direction
- City attorney coordination
- Multiple updates to real estate cost estimates

This scope of services includes the additional needs, and relocation services to obtain all necessary real estate documents for construction and operation and monitoring.

Objective

The primary objective of this task is to assist the City in acquiring ROW, temporary and permanent, to construct the improvements needed for the relocation of Evans Creek. Consultant shall coordinate acquisition efforts with the City in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA), applicable State and local laws, and City administrative rules, to facilitate the acquisition of identified properties. Activities will be performed up to WSDOT Local Agency Guidelines Manual standards (LAG).

Task 33.2. Title Report Facilitation

Consultant shall coordinate and request title reports for the eight (8) parcels to be evaluated with the project.

HDR Services

1. Coordinate with the City on obtaining updated title reports.

Client Responsibilities

1. Provide direct payment to the title company of invoices for title reports delivered for the properties identified in the corridor, and any additional title reports needed to complete the project.
2. Review and make determination for clearing of encumbrances.
3. Contact title company to obtain updated title reports.

Assumptions

1. Title Reports will be requested for up to eight (8) parcels, and up to three additional times, due to the duration of the project.

Deliverables

1. No new deliverables.

Task 33.3. Property Descriptions and Valuations

Consultant shall prepare appraisals to use in offer packages.

Additional work already completed includes:

1. Appraisal Group NW will update appraisals based on City comments.
2. The team will attend meetings with the City to discuss appraisal approach and comments.

HDR Services

1. No new services.

Client Responsibilities

1. No new responsibilities.

Assumptions

1. No new assumptions.

Deliverables

1. No new deliverables

Task 33.4. Right-of-Way Acquisitions and Negotiations

Consultant shall coordinate and negotiate real estate acquisitions, and prepare executed documents for agency approval and processing for a maximum of eight (8) parcels. Acquisition files will be transmitted to the City with original documents at the completion of negotiations. Acquisitions may include fee acquisitions, permanent easements and temporary easements.

HDR Services

1. Attend virtual coordination meetings with the City.
2. Coordinate with property owners through acquisition process.
3. Attend meetings with property owners.

Client Responsibilities

1. No new client responsibilities.

Assumptions

1. Attend up to ten (10) coordination meetings with the City. They will be one hour in length and attended by two (2) Consultants.
2. Up to 40 hours of coordination with property owners will be provided.
3. Up to three meetings with each of the five (5) property owners will be held, they will be one hour in length and attended by two (2) Consultants.

Deliverables

1. No new deliverables.

Task 33.5. Relocation Services

Consultant shall provide relocation advisory services to for up to three (3) Personal Property Only (PPO) displacees who are impacted by the Evan's Creek Relocation project, and as assigned by CITY. All relocation advisory services shall be in compliance with RCW 8.26 and WAC 468-100. Services may include necessary site visits to interview and meet with potential displacees, estimating relocation costs, preparing a Personal Property Only Relocation Plan, preparing and presenting relocation notices and entitlement letters, providing relocation advisory services and providing executed documents to the City of Redmond (CITY) for review and execution. All relocation entitlements shall be processed by the CITY. Relocation files will be transmitted electronically to the CITY, along with a paper file for each displacement with all original documents

HDR Services

1. Track and provide a status of meetings and correspondence with displacees.
2. Prepare letters and correspondence for impacted displacees.
3. Advise displacees and provide information on the relocation process.
4. Prepare and maintain electronic & paper copy relocation files.
5. Interview potential displacees and estimate relocation costs.
6. Submit one (1) draft and one (1) final PPO Relocation Plan to the CITY for approval.
7. Present all required relocation notices and relocation documents for up to five (5) displacees.
8. Act as an extension of CITY's staff while serving as the CITY's relocation agent for affected parcels.
9. Prepare agent move estimates or obtain a minimum of two (2) commercial move estimates (per displacee) and analyze estimates if the relocation estimates exceeds \$10,000 or review estimates prepared by the property owner to move their equipment and materials themselves.
10. Assist displacees with filing relocation claims.
11. Provide relocation advisory services as required by state and federal law.
12. Attend project meetings with CITY management and HDR staff.
13. Provide supporting documentation for up to five (5) relocation appeals & attend up to two (2) relocation appeal meetings per each of the five (5) displacements.
14. Prepare & transmit relocation claim packages to CITY for payment processing.
15. Develop, maintain, and provide weekly and monthly progress reports and monthly billing reports on relocation activities.
16. Provide the necessary quality review and quality assurance to close out the relocation files.
17. Transmit completed relocation files in a digital format for electronic storage/archive along with all original documents, including relocation agent diaries, to the CITY.

Client Responsibilities

1. Review and approve the PPO Relocation Plan prepared by HDR within fifteen (15) working days.
2. Survey and stake all acquisition areas where relocation is anticipated.
3. Review and approve or deny all relocation determinations, including claims for payments, within seven (7) working days.
4. Process all relocation payments and make expeditious payment directly to the displacee. This budget is based on providing support services from the date of this task order for a period of 12 months.

Assumptions

1. Consultant will perform services to the limit of budget available, pursuant to industry standards. Should additional or extraordinary effort be required to provide relocation

advisory services to the assigned displacees during the term of this task order, additional budget will be requested.

2. Services will be performed pursuant to current URA requirements.
3. This proposal assumes no delays outside Consultant's control or unforeseen changes including, but not limited to, changes in design, anticipated initiation of acquisition negotiations date, and receiving document templates.
4. Appraiser will identify personal property and major exterior attributes at the appraisal stage and identify all personal property and major exterior attributes in the appraisal report provided to CITY and HDR.
5. If a claim recommendation is not approved, under agency provided guidelines, and the denial and/or CITY mandated revision results in appeal and the appeal is ultimately upheld in the favor of the appellant, then additional hours related to the appeal may be considered extraordinary and/or out of scope. Extraordinary effort or out of scope work will only be identified if beyond industry standard requirements occur and additional budget is necessary.
6. If a claim is denied by the CITY, the CITY will provide a clear and concise basis for that determination, in writing to HDR, so that a written response can be prepared and provided to the claimant.
7. HDR will prepare and present one relocation claim package, to the CITY for review and approval. Consultant will provide one revision or reconsideration at the CITY's request. Any additional requests for revision or reconsideration, outside of agency provided guidelines, will be considered as extraordinary or out of scope work and may require additional budget, if necessary.
8. Relocation advisory services will be considered complete if any of the following occur:
 - Relocation eligibility is withdrawn or the CITY's offer to purchase is rescinded prior to any displacee incurring any relocation cost.
 - All relocation payments are made, and the displacement site is vacated.
 - CITY allows displacee to maintain occupancy on the displacement site during the temporary easement period.

Deliverables

1. Up to one (1) PPO Relocation Plan.
2. Up to two (2) relocation notices for up to five (5) displacements (General Notice of Relocation Rights letter and Notice of Relocation Eligibility, Entitlements and 90-day Assurance letter).
3. Up to five (5) signed relocation supporting documents per displacement including: Lawfully Present in the United States Certification form, IRS Form W-9 (if required by the CITY), Move Expense Agreement, Relocation Assistance Voucher and Vacate Inspection form.
4. Up to two (2) relocation claims for each of the PPO displacements, to include the agent's recommendation for move entitlement, Claim Determination Letter and Relocation Assistance Voucher.
5. Up to five (5) completed relocation files, including relocation agent's diary.

Task 36. Bid and Award Support

Objective

The objective is to add fee to account for rate escalation to 2024 negotiated rates from Supplement 5 dated December, 2020. No additional hours have been added.

HDR Services

1. No new services.

Client Responsibilities

1. No new responsibilities.

Assumptions

1. No new assumptions.

Deliverables

1. No new deliverables

Task 37. Optional Services

Objective

This task is to support unanticipated services, such as:

- Additional relocation services

Exhibit B (Supplemental No 08)

Consultant Fee Determination

Project Name: City of Redmond - Evans Creek Relocation
 Project Number: 0995-406-02
 Consultant: HDR Engineering, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	Current Approved Salary	Overhead 158.00%	Fee (Profit) 31.00%	Multiplier 2.89	Total Hourly Rate	Total
Principal In Charge		\$ 130.00	\$205.40	\$40.30	2.89	\$376	\$0
QA/QC		\$ 135.00	\$213.30	\$41.85	2.89	\$390	\$0
Sr Project Manager	124	\$ 125.00	\$197.50	\$38.75	2.89	\$361	\$44,764
Project Manager		\$ 100.00	\$158.00	\$31.00	2.89	\$289	\$0
Assistant Project Manager		\$ 75.00	\$118.50	\$23.25	2.89	\$217	\$0
Sr Technical Engineer		\$ 125.00	\$197.50	\$38.75	2.89	\$361	\$0
Sr Structural Engineer		\$ 100.00	\$158.00	\$31.00	2.89	\$289	\$0
Structural Engineer		\$ 75.00	\$118.50	\$23.25	2.89	\$217	\$0
Lead Design Engineer	50	\$ 95.00	\$150.10	\$29.45	2.89	\$275	\$13,750
Sr Transportation Engineer		\$ 85.00	\$134.30	\$26.35	2.89	\$246	\$0
Transportation Engineer		\$ 70.00	\$110.60	\$21.70	2.89	\$202	\$0
Sr Stormwater Engineer		\$ 85.00	\$134.30	\$26.35	2.89	\$246	\$0
Stormwater Engineer		\$ 70.00	\$110.60	\$21.70	2.89	\$202	\$0
Sr Utilities Engineer		\$ 85.00	\$134.30	\$26.35	2.89	\$246	\$0
Utilities Engineer		\$ 70.00	\$110.60	\$21.70	2.89	\$202	\$0
Water Resources Engineer		\$ 55.00	\$86.90	\$17.05	2.89	\$159	\$0
Sr Engineer	50	\$ 97.00	\$153.26	\$30.07	2.89	\$280	\$14,000
Project Engineer 3	242	\$ 80.00	\$126.40	\$24.80	2.89	\$231	\$55,902
Project Engineer 2	12	\$ 70.00	\$110.60	\$21.70	2.89	\$202	\$2,424
Project Engineer 1	40	\$ 60.00	\$94.80	\$18.60	2.89	\$173	\$6,920
Staff Engineer		\$ 50.00	\$79.00	\$15.50	2.89	\$145	\$0
EIT	260	\$ 45.00	\$71.10	\$13.95	2.89	\$130	\$33,800
Sr Permitting		\$ 90.00	\$142.20	\$27.90	2.89	\$260	\$0
Sr Planner		\$ 75.00	\$118.50	\$23.25	2.89	\$217	\$0
Planner 3		\$ 75.00	\$118.50	\$23.25	2.89	\$217	\$0
Planner 2		\$ 60.00	\$94.80	\$18.60	2.89	\$173	\$0
Planner 1		\$ 50.00	\$79.00	\$15.50	2.89	\$145	\$0
Sr Environmental Scientist	100	\$ 90.00	\$142.20	\$27.90	2.89	\$260	\$26,000
Environmental Scientist 3		\$ 80.00	\$126.40	\$24.80	2.89	\$231	\$0
Environmental Scientist 2	24	\$ 50.00	\$79.00	\$15.50	2.89	\$145	\$3,480
Environmental Scientist 1		\$ 40.00	\$63.20	\$12.40	2.89	\$116	\$0
Sr Biologist		\$ 86.00	\$135.88	\$26.66	2.89	\$249	\$0
Biologist 3		\$ 75.00	\$118.50	\$23.25	2.89	\$217	\$0
Biologist 2		\$ 64.00	\$101.12	\$19.84	2.89	\$185	\$0
Biologist 1		\$ 53.00	\$83.74	\$16.43	2.89	\$153	\$0
Senior GIS Analyst		\$ 80.00	\$126.40	\$24.80	2.89	\$231	\$0
GIS Analyst 3		\$ 65.00	\$102.70	\$20.15	2.89	\$188	\$0
GIS Analyst 2		\$ 50.00	\$79.00	\$15.50	2.89	\$145	\$0
GIS Analyst 1		\$ 40.00	\$63.20	\$12.40	2.89	\$116	\$0
Real Estate Agent Manager	104	\$ 90.00	\$142.20	\$27.90	2.89	\$260	\$27,040
Sr Real Estate Agent	200	\$ 78.00	\$123.24	\$24.18	2.89	\$225	\$45,000
Real Estate Agent 2		\$ 65.00	\$102.70	\$20.15	2.89	\$188	\$0
Real Estate Agent 1		\$ 55.00	\$86.90	\$17.05	2.89	\$159	\$0
Sr ROW Specialist		\$ 52.00	\$82.16	\$16.12	2.89	\$150	\$0
ROW Specialist		\$ 45.00	\$71.10	\$13.95	2.89	\$130	\$0
ROW Technician	68	\$ 42.00	\$66.36	\$13.02	2.89	\$121	\$8,228
Sr Landscape Architect	24	\$ 70.00	\$110.60	\$21.70	2.89	\$202	\$4,848
Landscape Architect		\$ 50.00	\$79.00	\$15.50	2.89	\$145	\$0
Landscape Architect Coordinator		\$ 35.00	\$55.30	\$10.85	2.89	\$101	\$0
Senior CAD Technician		\$ 67.00	\$105.86	\$20.77	2.89	\$194	\$0
CAD Technician 3		\$ 57.00	\$90.06	\$17.67	2.89	\$165	\$0
CAD Technician 2	54	\$ 47.00	\$74.26	\$14.57	2.89	\$136	\$7,344
CAD Technician 1		\$ 37.00	\$58.46	\$11.47	2.89	\$107	\$0
Financial Analyst Manager		\$ 100.00	\$158.00	\$31.00	2.89	\$289	\$0
Sr Financial Analyst		\$ 70.00	\$110.60	\$21.70	2.89	\$202	\$0

Exhibit B (Supplemental No 08)

Consultant Fee Determination

Project Name: City of Redmond - Evans Creek Relocation
 Project Number: 0995-406-02
 Consultant: HDR Engineering, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	Current Approved Salary	Overhead 158.00%	Fee (Profit) 31.00%	Multiplier 2.89	Total Hourly Rate	Total	
Financial Analyst 2		\$ 55.00	\$86.90	\$17.05	2.89	\$159	\$0	
Financial Analyst 1		\$ 40.00	\$63.20	\$12.40	2.89	\$116	\$0	
Sr Project Accountant	48	\$ 68.00	\$107.44	\$21.08	2.89	\$197	\$9,456	
Project Accountant 2		\$ 45.00	\$71.10	\$13.95	2.89	\$130	\$0	
Project Accountant 1		\$ 38.00	\$60.04	\$11.78	2.89	\$110	\$0	
Sr Tech Editor		\$ 60.00	\$94.80	\$18.60	2.89	\$173	\$0	
Tech Editor	24	\$ 50.00	\$79.00	\$15.50	2.89	\$145	\$3,480	
Sr Project Coordinator		\$ 52.00	\$82.16	\$16.12	2.89	\$150	\$0	
Project Coordinator 2		\$ 45.00	\$71.10	\$13.95	2.89	\$130	\$0	
Project Coordinator 1		\$ 36.00	\$56.88	\$11.16	2.89	\$104	\$0	
Total Hours	1,424					Subtotal:	\$306,436	
REIMBURSABLES								
Other Direct Costs - <i>NW Appraisals</i>								\$8,000
							Subtotal:	\$8,000
SUBCONSULTANT COSTS								
							Subtotal:	\$0

Total: \$314,436

Reallocation from Existing Budgets: -\$71,530

GRAND TOTAL: \$242,906

FEE ESTIMATE


City of Redmond: Evans Creek Relocation Project



Task #	Task Description	Total Labor	Total Expenses	Reallocation from Existing Budgets	Amendment Total
22	Project Management (Final Design)	\$68,376	\$0	(\$9,530)	\$58,846
23	Hydrologic and Hydraulic Modeling	\$47,036	\$0	(\$10,000)	\$37,036
28	Ad-ready set	\$62,136	\$0	(\$16,000)	\$46,136
30	Permitting / Environmental Services	\$37,440	\$0	(\$5,000)	\$32,440
33	Real Estate Services	\$57,068	\$8,000	(\$31,000)	\$34,068
36	Bid Support	\$11,180	\$0		\$11,180
37	Optional Services	\$23,200	\$0		\$23,200
		\$306,436	\$8,000	(\$71,530)	\$242,906

EXPENSES

City of Redmond: Evans Creek Relocation Project

		Appraisals	Total ODC
OTHER DIRECT COSTS			
Unit Cost		\$8,000.000	
33	Real Estate Services		
	Quantity	1	
	Task Total	\$8,000.00	\$8,000.00

Total ODC	\$ 8,000.00	\$ 8,000.00
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*All mileage will be billed at the current IRS mileage rate



Memorandum

Date: 6/4/2024

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

File No. CM 24-240

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
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DEPARTMENT STAFF:

Public Works	Adnan Shabir	Senior Engineer
Public Works	Patty Criddle	Engineering Supervisor
Public Works	Paul Cho	Engineering Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:

Interlocal Agreement Between the City of Redmond and the City of Bellevue for Intersection Improvements at NE 40th Street and 148th Avenue NE

OVERVIEW STATEMENT:

The Cities of Bellevue and Redmond are partnering on infrastructure improvements at the intersection of NE 40th Street and 148th Avenue NE. This interlocal agreement sets forth the terms of the project partnership. The scope of the project includes: pavement grind and overlay, ADA ramp reconstruction, traffic loops installation, traffic control, utility lid adjustments and related improvements at the intersection of NE 40th Street and 148th Ave NE.

The City of Bellevue is the Administrator, and as such, Bellevue shall be responsible for all necessary engineering and other design work, permit approvals, bid law compliance, Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Manual compliance, Local Agency Grant Agreements (and supplements as necessary), contracting, construction, inspection, and legal services necessary to complete the improvements.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan
- **Required:**

Interlocal Agreements with fund transfers must be approved by Council.

- **Council Request:**

N/A

- **Other Key Facts:**

The City of Bellevue has a sidewalk construction project in design on NE 40th St within Bellevue city limits. This Agreement would facilitate improvements to be extended at the intersection of 148th Ave NE and NE 40th St, which lies approximately in the middle of the city limits of Bellevue and Redmond.

OUTCOMES:

The current condition of the pavement at the intersection of NE 40th St and 148th St is poor and existing curb ramps do not meet current ADA standards. The project would resurface the pavement, install new curb ramps to current ADA standards, install new traffic loops, and new channelization.

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 City of Redmond would reimburse the City of Bellevue approximately \$275,000 to support the design and construction costs for the pavement overlay areas and other associated improvements within Redmond city limits. The reimbursement amount is currently an estimate, the share of project costs to be reimbursed by Redmond to Bellevue and will be determined at project completion when actual costs are known.

The opportunity to partner with the City of Bellevue on their capital project was not known at the time of budget adoption. Finance has confirmed there are funds available in unallocated Transportation CIP funding to take advantage of this opportunity.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

CIP

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):
Unallocated Transportation CIP funds.

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
6/18/2024	Business Meeting	Approve

Time Constraints:

The City of Bellevue’s sidewalk project is targeted to finish design in August 2024. The City of Bellevue would need the Agreement to be authorized by June 2024 to design the Improvements in Redmond and incorporate them in their overall sidewalk project.

ANTICIPATED RESULT IF NOT APPROVED:

If the interlocal Agreement is not approved, the City of Bellevue would exclude the intersection from their project. Redmond would be required to design, construct, and manage the improvements within Redmond City limits, in the future, as a separate project. There is currently no project in Redmond’s CIP identified for this work.

ATTACHMENTS:

Attachment A: NE 40th St and 148th Ave NE Interlocal Agreement Final
Attachment B: Preliminary Site Plan and Vicinity Map

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BELLEVUE AND THE CITY OF REDMOND

NE 40 ST and 148th Ave NE Paving Improvements

WHEREAS, certain streets, sidewalks, traffic control devices and utilities on and within the NE 40th Street and 148th Avenue NE intersection, portions of which are within Bellevue and Redmond, are inadequate to meet present and anticipated future demands, and

WHEREAS, needed improvements to said facilities should be made as a part of one, coordinated project for the purpose of accomplishing the improvements in the most economical, efficient, and logical manner, and

WHEREAS, Bellevue is willing to serve as the lead agency for the purpose of accomplishing said improvements and administering the grant, and

WHEREAS, Redmond is willing to allow Bellevue to serve as the lead agency and to cooperate with Bellevue for the purpose of accomplishing the improvements, and

WHEREAS, Bellevue and Redmond are each authorized to enter into an agreement for the purpose of cooperative action pursuant to RCW Chapter 39.34,

NOW, THEREFORE, the parties hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the terms upon which Bellevue and Redmond have agreed to cooperate to bring about the following project scope: pavement grind and overlay, pavement repair, ADA ramp reconstruction, minor traffic signal modifications, traffic control, utility lid adjustments and related improvements on and within the NE 40th Street and 148th Ave NE intersection, hereinafter “the Improvements”. The Improvements and the location thereof shall be as set forth in the engineering plans to be developed as further described in Section 3 of this Agreement.

2. DESIGNATION OF ADMINISTRATOR AND CONTACTS

A. Bellevue shall serve as the Administrator for the purpose of administering this Agreement. As more specifically provided hereinafter, as Administrator, Bellevue shall

be responsible for all necessary engineering and other design work, permit approvals, bid law compliance, Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Manual compliance, Local Agency Grant Agreements (and supplements as necessary), contracting, construction, inspection and legal services necessary to complete the improvements.

B. For the administration of this Agreement, each party designates a primary point of contact, as identified below:

a. City of Redmond Name: Adnan Shabir
Title: Senior Engineer
Phone: 425-556-2776
Email: ashabir@redmond.gov

b. City of Bellevue Name: Glen Kho
Title: Transportation Design Engineer
Phone: 425-452-4586
Email: GKho@bellevuewa.gov

3. ENGINEERING

- A. Bellevue shall provide and/or contract for all necessary design and construction engineering.
- B. As Bellevue advances the design of improvements to the specified design milestones of 60% and 90%, Redmond will be given the opportunity to review drawings, specifications and estimates for engineering approval of the work to be performed in the City of Redmond.
- C. Redmond will be given at least ten (10) working days to complete the review at each design milestone indicated above and provide comments, request changes, or approve the plans, specifications, and estimates.
- D. Upon Redmond's review and approval of the 90% plans, specifications and estimates, this set will constitute the "Agreed Upon Design".
- E. Any permits required by Redmond shall be furnished to Bellevue at no cost and in a timely manner.

4. BIDDING AND CONTRACTING

- A. Construction work shall be performed by one or more qualified contractors selected

through a process meeting applicable public bid law requirements and as provided in RCW 39.34.030 as now enacted or hereafter amended. Bellevue shall prepare all necessary specifications and other information necessary to complete the bidding process including for work to be performed in the City of Redmond.

- B. Bellevue shall notify Redmond of the bids received for construction of the Improvements prior to entering into any contracts.
- C. Bellevue will enter into a contract with one or more contractors for construction of the Improvements (“Construction Contracts”). Bellevue shall be responsible for administering the Construction Contracts and securing necessary bonds and proof of insurance. A non-discrimination clause shall be included in the contract documents.
- D. Bellevue shall maintain inspection records and reports and make copies available to Redmond upon request.
- E. Prior to final acceptance of any of the work performed in Redmond, Redmond shall be given the opportunity to inspect the work and to provide Bellevue with a list of corrections, if any, that need to be made in order to meet the Agreed Upon Design. Bellevue shall endeavor to cause the corrections to be made prior to final acceptance of the work.
- F. Upon notice by Bellevue of the completion of the Improvements, Redmond will be given at least ten (10) working days to complete the inspection and provide a list of corrections, if any.
- G. Any indemnification provisions in the Construction Contracts shall include the City of Redmond, its officers, employees and agents, and any insurance provisions shall require the City of Redmond to be named as additional insured in the insurance policy.
- H. The Construction Contracts shall provide for all warranties applicable to the work to be performed in Redmond to be assigned to the City of Redmond upon final acceptance of the work.

5. OWNERSHIP OF IMPROVEMENTS

All improvements made pursuant to this Agreement shall become assets of, and shall be maintained by the jurisdiction in which they lie as currently agreed upon by Bellevue and Redmond.

6. RESPONSIBILITY FOR COST OF IMPROVEMENTS

- A. The parties will finance the project and maintain the budget for the project as set forth in this section. The obligations of Redmond shall be limited to those expressly set forth in this Agreement. Redmond agrees to establish and maintain a budget for the improvements that are the subject of this agreement within its Capital Improvement Program (CIP). Redmond further agrees to pay Bellevue for the share of all costs necessary for the design, engineering, and construction of the improvements within Redmond City limits, to be determined at the conclusion of the project. All of the remaining costs shall be paid by Bellevue; however, Bellevue shall not be reimbursed for the direct or indirect costs of staff time devoted to entering into and carrying out this Agreement. At execution of this Agreement, the total estimated cost for the design, engineering, and construction of the improvements within Redmond City limits is \$275,000.
- B. After inspection and acceptance of the completed Improvements by Bellevue, Bellevue shall prepare and submit to the designated Redmond contact a single invoice for Redmond's local share of all actual design, engineering, and construction costs associated with implementing the Improvements.
- C. All invoices shall be paid within sixty (60) days of receipt of a proper invoice.
- D. Bellevue shall keep cost records and accounts pertaining to this Agreement available for inspection by Redmond representatives during the project and for three (3) years after final payment. Copies shall be made available on request.

7. HOLD HARMLESS/INDEMNIFICATION

Each of the parties is participating in and will approve the design and construction of the improvements within its respective jurisdiction. Each of the parties therefore agrees that upon final acceptance of the improvements, each party shall be solely responsible for that portion of the improvements located within its jurisdiction and shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising

out of, or in any way resulting from, the design, construction, operation, or maintenance of that portion of the improvements located within its jurisdiction. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. This indemnification and waiver shall survive termination of this Agreement.

The Parties further agree to protect, defend, indemnify and save harmless one another from any contract claim or action brought by a third party arising out of or resulting from each of the Party's respective acts, omissions, or contractual obligations under this Agreement or any other contractual agreement in furtherance of the purposes stated in Section 1.

In the event one or both of the Parties wish to pursue any claim or action against a contractor or person who is not a party to this Agreement, the other party will cooperate in good faith in prosecuting such claim or action, not necessarily including sharing in the costs of pursuing such claim.

8. DURATION/TERMINATION

This Agreement shall remain in effect for ten years or until completion of the improvements and final acceptance of the same as provided herein, whichever comes first, or unless earlier terminated by agreement of all parties, provided that Bellevue, as Administrator, shall have authority to discontinue or suspend design, installation, financing, and/or construction of the Improvements for any of the following reasons:

- A. Lack of sufficient funding;
- B. Legal challenge;
- C. Environmental concerns.

This agreement may be terminated by either party without cause upon 30 days written notice, in which event all finished or unfinished work of the contractor within the limits of

Redmond's responsibility as set forth in paragraph 6 A., pursuant to the Agreement shall be submitted to Redmond for payment. The contractor shall be entitled to just and equitable compensation at the rate set forth in paragraph 6 for any satisfactory work completed prior to the date of termination. After all payments are disbursed, any remaining assets, if any exist, shall revert to the agency that originally owned the asset.

9. INTEGRATED AGREEMENT

This agreement embodies the entire agreement, terms, and conditions between the parties. No verbal or other agreements shall affect or modify the terms or obligations contained herein. Amendments shall be reduced to writing and signed by all parties.

10. SEVERABILITY

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

11. COMPLIANCE WITH LAWS

The Parties agree to abide by all applicable state and federal laws, including but not limited to Title VI.

12. FILING OF THE AGREEMENT

- A. A copy of this Agreement shall be filed with the City Clerk for the cities of Bellevue and Redmond.
- B. A copy of this Agreement shall be filed with the county auditor or, alternatively, listed by subject on each Party's website or as otherwise provided for in RCW 39.34.040.

CITY OF BELLEVUE

ATTEST:

By: _____

City Manager (or designee)

Approved as to form:

By: _____

Assistant City Attorney

CITY OF REDMOND

ATTEST:

By: _____

City Clerk

By: _____

Mayor

Approved as to form:

By: _____

City Attorney

2 inch grind and inlay.
Replace channelization to current
standard.

Preliminary scope of
work. Not for
construction.

Bellevue/Redmond
ROW line.

Replace ramps and
relocate PPB pole

Replace stop bar
loops

9,397.19 sf

148th AVE NE

NE 40th ST

NE 40th ST



Path: T:\PAVEMENTS\Pavement Management Program\07 Projects\Active\148th and 40th Bellevue Project\16th St.mxd

The City makes no guarantee as to the accuracy of the features shown on this map.



Memorandum

Date: 6/4/2024

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

File No. CM 24-256

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
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DEPARTMENT STAFF:

Public Works	Mike Haley	Senior Project Manager
Public Works	Jeff Thompson	Senior Engineer
Public Works	Patty Criddle	Engineering Supervisor
Public Works	Steve Gibbs	Acting Engineering Manager
Public Works	Vangie Garcia	Deputy Director

TITLE:

Approval of a Consultant Agreement with Consor for the Pavement Management - NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE) Project

OVERVIEW STATEMENT:

This consultant agreement with Consor in the amount of \$1,393,960 is for design services for the Pavement Management- NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE) Project. The project will replace water, sewer, and stormwater pipes that have reached the end of their useful life and then overlay the asphalt roadway to extend the pavement useful life.

Public Works is seeking authorization to negotiate and acquire property rights necessary to construct and maintain the project.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

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

- **Council Request:**
N/A
- **Other Key Facts:**
Request for proposals advertised in February and March of 2023, proposals received, and evaluation of most qualified completed. Consor Engineering selected as the most qualified design consultant.

OUTCOMES:

NE 24th Street is a key corridor for Redmond. In addition to rehabilitating the NE 24th Street asphalt roadway between West Lake Sammamish Parkway and 172nd Avenue NE, the project also includes 6,200 feet of water main, 2,085 feet of sewer pipe, and 615 feet of stormwater pipe and installation of new roadway channelization and pedestrian ramps. This will increase the life of the utilities and provide a safer roadway for pedestrians, bicyclists, and motor vehicles.

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:
\$1,393,960

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, Transportation Benefit District, Transportation CIP, Stormwater CIP, Water CIP, and Wastewater CIP.

Budget/Funding Constraints:
None

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
6/18/2024	Business Meeting	Approve

Time Constraints:

None

ANTICIPATED RESULT IF NOT APPROVED:

If the contract is not approved, the CIP commitment will not be met. Therefore, the pavement preservation project will not occur, and the pavement will continue to deteriorate.

ATTACHMENTS:

- Attachment A: Pavement Management
- Attachment B: Ad Info Pavement Management
- Attachment C: Consor Consultant Agreement

CIP Project Information Sheet

Project Name: Pavement Management - NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE)

Project Status: Existing

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

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

Neighborhood: Idylwood

Time Frame: 2023-2027

Budget Priority: Vibrant and Connected

Citywide Rank: 12

Functional Area Priority: High

Location: NE 24th Street from West Lake Sammamish Parkway to 172nd Avenue NE

Description:

Rehabilitate and overlay pavement to extend useful life. Replace water, wastewater, and stormwater pipes that have reached the end of their useful life prior to pavement rehabilitation.

Anticipated Outcomes: *Primary:* Rehabilitation *Secondary:*

Finished pavement has a pavement index (PCI) of 90 or higher and provides 20 years of life (with proper maintenance). Utilities underneath the overlay that are at the end of their life cycle will be replaced to prevent damage to the overlay.

Request: *Primary Reason(s):*

Project approved in the 2023-2028 CIP budget process.

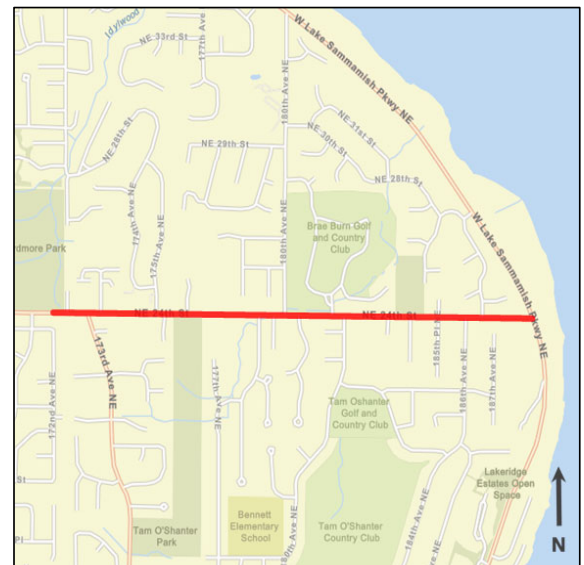
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget		\$1,384,284	\$1,552,038	\$1,498,434	\$4,503,401	\$5,505,396			\$14,443,553
Approved Changes									
Current Approved Budget		\$1,384,284	\$1,552,038	\$1,498,434	\$4,503,401	\$5,505,396			\$14,443,553
Proposed New Budget		\$1,384,284	\$1,552,038	\$1,498,434	\$4,503,401	\$5,505,396			\$14,443,553
Proposed changes due to	Scope Change	Schedule Change	Budget Change						

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)		\$760,479							\$760,479
Right of Way		\$8,480	\$42,402						\$50,882
Design (31-100%)		\$76,049	\$912,575	\$912,575	\$304,192				\$2,205,391
Construction					\$3,202,014	\$4,402,771			\$7,604,785
Contingency		\$539,276	\$597,061	\$585,859	\$997,195	\$1,102,625			\$3,822,016
Total		\$1,384,284	\$1,552,038	\$1,498,434	\$4,503,401	\$5,505,396			\$14,443,553

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
General Fund		\$1,770,339		\$1,770,339
Transportation Benefit District		\$2,404,929		\$2,404,929
Transportation CIP		\$700,000		\$700,000
Stormwater CIP		\$853,642		\$853,642
Water CIP		\$7,306,203		\$7,306,203
Wastewater CIP		\$1,408,440		\$1,408,440
Total		\$14,443,553		\$14,443,553



Attachment B – Additional Project Information

Pavement Management & Utilities Upgrades – NE 24th St from 172nd Ave NE to WLSP Final Design

Project Discussion

This project will replace water, sewer, and storm piping along the NE 24th St corridor between 172nd Ave NE and West Lake Sammamish Parkway in advance of resurfacing the road and updating curb ramps to current ADA standards.

The city recently completed preliminary design of the utility upgrades and pavement overlay, including project area survey, potholing potential utility conflicts, geotechnical investigation, archaeological review, and preliminary plan and profiles showing proposed location of new utilities.

Project Specifics:

- Replace approximately 6,200 feet of water pipe (4" – 12"), including approximately 15 water meters and service lines, two air-vac valve stations, and six fire hydrants.
- Replace approximately 2,085 feet of sewer pipe (6" – 10"), including eight manholes and eight side sewers.
- Replace approximately 615 feet of storm pipe (12") and catch basins.
- Repave and restripe approximately three lane-miles of roadway.
- Upgrade curb ramp to existing ADA standards (number to be determined.)
- Examine NE 24th Street slope stability adjacent to roadway near West Lake Sammamish Parkway.
- Update existing streetlights from HPS to LED.

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

Project-Related Community/Stakeholder Outreach

Staff will reach out to the community members adjacent to the project site throughout design and construction. Community outreach will involve the use of flyers, city website and in-person meetings in coordination with city Communications group among other methods to keep the community informed along the NE 24th St corridor and city wide.

Fiscal Information

Current Project Budget

General Fund	\$1,770,339
Wastewater CIP	\$1,408,440
Water CIP	\$7,306,203
Stormwater CIP	\$853,642
Transpiration Benefit District	\$2,404,929
Transportation CIP	<u>\$700,000</u>
Total Funding	\$14,443,553

Estimated Project Costs

Right of Way	\$35,000
Preliminary Design	\$782,000
Final Design	\$1,880,000
Construction	\$7,825,788
Contingency	<u>\$3,920,745</u>
Total Estimated Project Cost	\$14,443,533
Budget Difference	(\$0)

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

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$1,393,960

Index of Exhibits

- [Exhibit A](#) Scope of Work
- [Exhibit B](#) DBE Participation
- [Exhibit C](#) Preparation and Delivery of Electronic Engineering and Other Data
- [Exhibit D](#) Prime Consultant Cost Computations
- [Exhibit E](#) Sub-consultant Cost Computations
- [Exhibit F](#) Title VI Assurances
- [Exhibit G](#) Certification Documents
- [Exhibit H](#) Liability Insurance Increase
- [Exhibit I](#) Alleged Consultant Design Error Procedures
- [Exhibit J](#) Consultant Claim Procedures

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Mike Haley, PE
Agency: Redmond
Address: 15670 NE 85th St
City: Redmond State: WA Zip: 98073-9710
Email: mhaley@redmond.gov
Phone: 425-556-2843
Facsimile: N/A

If to CONSULTANT:

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

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No. 2319-096, -403, -404, -406

See Attached Exhibit A, A.1, A.2, and A.3

EXHIBIT A

SCOPE OF SERVICES

Pavement Management & Utilities Upgrades – NE 24th St from 172nd Ave NE to WLSP Final Design

City Project Nos. 2319-096, -403, -404, -406

CITY OF REDMOND, WA

Project Understanding and Assumptions

Background

The City desires to replace water, sewer, and storm piping along the NE 24th St corridor between 172nd Ave NE and West Lake Sammamish Parkway in advance of resurfacing the road and updating curb ramps to current ADA standards. The City recently completed preliminary design of the utility upgrades and pavement overlay, including project area survey, potholing potential utility conflicts, geotechnical investigation, archaeological review, and preliminary plan and profiles showing proposed location of new utilities.

- Replace approximately 6,200 feet of water pipe (4" – 12"), including approximately 15 water meters and service lines, two air-vac valve stations, and six fire hydrants.
- Replace approximately 2,085 feet of sewer pipe (6" – 10"), including eight manholes and eight side sewers.
- Replace approximately 615 feet of storm pipe (12") and catch basins.
- Repave and restripe approximately three lane-miles of roadway.
- Upgrade curb ramp to existing ADA standards or provide MEF documentation (number to be determined).
- Update existing streetlights from HPS to LED.
- Identify slope stability requirements and incorporate into design

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

Project Funding

Redmond General and Utility funding.

Project Schedule

The design portion of the project is estimated to be up to twelve (12) months after Consor receives Notice to Proceed.

Project Challenges and Constraints

Project work will include coordination of other design efforts in the project vicinity including the King County Lake Hills Trunk Sewer Replacement Project. Work will be limited to road right of way and or defined City of Redmond easements.

Scope of Services

The Scope of Services details a work program for final design services for the NE 24th St Water/Sewer/Storm and Roadway Upgrades. This Scope of Services has been developed based on an understanding of the work to be performed from meetings with the City and is organized by the following tasks:

- Task 1 – Project Management
- Task 2 – Surveying
- Task 3 – Potholing
- Task 4 - Geotechnical
- Task 5 – Preliminary Design
- Task 6 – 60% Design
- Task 7 – 90% Design
- Task 8 – 100% Design
- Task 9 – Bid Documents
- Task 10 – Bidding Support
- Task 11 – Management Reserve

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Invoices/Status Reports

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

1.2 Project Kickoff Meeting

Prepare for and attend project kickoff meeting with City staff and key team members. Consor shall prepare for, attend, and lead the kickoff meeting. Prepare a detailed meeting agenda and distribute ahead of the kickoff meeting for City review. Prepare and distribute minutes after the meeting.

1.3 Coordination with the Owner

Conсор will coordinate with City staff by regular status reports, regular status meetings, telephone communication, monthly status meetings, weekly telephone communication, and email during the project. City PM to be copied on email communications with City staff.

1.4 Quality Management

Perform quality management at key milestones and on project deliverables.

1.5 Project Management Plan

Manage and coordinate the technical and scope issues of the overall project.

Create a Project Management Plan (PMP) to include the scope and budget, project schedule, contact list, health and safety plan, and quality management plan. Develop baseline project schedule as part of the PMP. Update the PMP in the subsequent contracting phase.

Task Deliverables

- Consor shall deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Problems encountered and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls or optional services.
 - Budget Analysis.
 - Issues requiring project team action.
- Kickoff meeting agenda and minutes.
- Updated monthly schedule, when applicable.
- Project Management Plan.

City Responsibilities

- Timely review and processing of consultant invoices.

Assumptions

- The project duration is anticipated to be 12 months; therefore it is assumed that there will be up to 12 progress payments/status reports.

- Kickoff meeting will be virtual and will be attended by three (3) members of the Consor team.
- Meeting agenda will be submitted to City in advance of meetings and workshops for City review and input.
- City review period for deliverables is 15 working days.
- City review comments will be compiled into a single document before submitting to consultant.
- Consultant assumes up to 30 one-hour meetings with the Consultant’s Project Manager and the City Project Manager.

Task 2 - Surveying

Objective

Additional survey is required for two separate parts of the project area. The first area is along 180th Ave NE from NE 24th St to NE 25th St. The second area is the full cul-de-sac on the north side of 187th Ave NE to NE 24th St. Complete a detailed topographic survey of existing surface features and subsurface utilities within the right-of-way and easement areas and along the utility alignments in accordance with the Scope of Services provided by DHA on 4/30/2024 and included as **Exhibit A.1**.

Activities

2.1 Surveying

Perform additional design level topographic survey consisting of planimetric features, fencing, roadway striping, and above and below grade utilities. Top of water valve elevations and detail the associated Water facilities. Approximate height of lowest wire will be included for poles in the area. Create appropriate control references for construction staking.

2.2 Basemap Review and Site Visit Verification

Attend one site visit following receipt of the survey drawings to confirm pertinent topographic features were included in the survey. City staff will be present to remove storm drain and sewer manhole lids for visual inspection of structure conditions where connections are planned to be made.

Provide consolidated comments and questions to the City regarding basemap updates required before design effort is initiated. Comments will be provided via Bluebeam mark-up or similar.

2.3 Utility Record Request and Review

Assist the City during coordination with private utilities located within the project limits to obtain as-built information and drawings for utility expansion. Incorporate the private utility information into the project design.

Task Deliverables

- Updated survey files
- Submit preliminary design drawings, or other updated drawings as needed to private utilities for input and concurrence on utility locations as shown on the drawings.

City Responsibilities

- Provide City owned as-built information.

Assumptions

- Horizontal datum is Washington State Plane North, NAD83 (91-HARN).
- Vertical datum is NAVD 88.
- Lead contact and communications with private utilities.

Task 3 – Potholing

Objective

Potholing to supplement the 30% design and new project areas will be performed in accordance with the Scope of Services provided by APS on 4/3/2024 and included as **Exhibit A.3**.

Activities

3.1 Conflict Analysis

Perform a conflict analysis based on topographic survey, third party utility locates, and as-built information provided by the City using the preliminary design utility drawings. Submit drawing mark-ups showing potential conflicts and a summary spreadsheet listing the potential conflicts to City.

Conflict analysis will be used to inform potholing needs and will be completed after the preliminary design deliverable has been submitted to the City.

3.2 Potholing Plan

Develop potholing plan with up to 30 potholes for review and approval by the City.

Task Deliverables

- Potholing Plan
- Test-hole data sheets, which include Top, Bottom, Width, Diameter and Direction of the utility.
- Excel spread sheet containing all test-hole data for the project.
- Google Earth RM map with interactive link accompanied with an SHP File.
- Photo of all Found Utilities.

City Responsibilities

- Review and approve potholing plan.

Assumptions

- Utilities will be between 0' and 10' in depth.
- Restoration will include 5/8" crushed rock back fill with a 3'x3' saw cut and an HMA patch.

- Grind and overlay of the existing roadway is not anticipated.

Task 4 – Geotechnical

Objective

Provide Falling Weight Deflectometer (FWD) testing pavement assessment and rehabilitation recommendations along NE 24th Street between 172nd Avenue NE and West Lake Sammamish Parkway NE in a geotechnical engineering report. Provide slopes stability and seepage analysis on slope south of NE 24th Street between 185th Avenue NE to West Lake Sammamish Parkway NE in a technical memorandum.

Geotechnical will be provided in accordance with the Scope of Services provided by CHE on April 25, 2024 and is included as Exhibit A.2.

Task Deliverables

- Draft and Final slope stability technical memorandum in PDF format.
- Draft and Final Pavement Design Report.
- Draft and Final Cultural Resources Report.

Task 5 – Preliminary Design

Objective

No additional utilities preliminary design will be completed for the areas included during the Preliminary Design Phase. Preliminary transportation design and existing curb ramp evaluation will be provided for the project area.

5.1 Preliminary Transportation Design

Evaluate compliance of existing ADA curb ramps and develop preliminary design plans to the 30% level to depict proposed pavement, curb, gutter and sidewalk rehabilitation, ADA curb ramp retrofits that consider minimizing neighborhood traffic and construction impacts, and constructability. Drawings submitted with the preliminary design deliverable will include the following:

- Horizontal control plans.
- Roadway Typical Sections.
- Paving Plans (2D).
- Intersection and curb ramp layouts (2D).

5.2 Photometric Analysis

Model up to thirty (30) luminaires in existing locations on NE 24th St from 172nd Ave NE to West Lake Sammamish Pkwy NE using AGI32 software. In the photometric analysis, perform separate calculations for the roadway, sidewalks, crosswalks, and intersections within the project corridor. Prior to beginning the photometric analysis, field-verify the luminaire GIS data provided by the City including mounting height, mast arm length, and existing wattage. Select PSE-approved replacement LED luminaires which will best achieve the recommended light level and uniformity requirements in the City of Redmond's Illumination

Design Manual. Prepare a technical memorandum summarizing the results of the design AGi32 photometric analysis for each calculation area and recommendations for replacement luminaires. The memo will include plan view figures of the results of each calculation area.

5.3 Coordination with PSE

After recommendations are complete and approved by the City, initiate PSE's online work request process. Two (2) staff will attend one (1) coordination meetings with PSE as PSE develops their lighting work plan. Perform one (1) reviews of PSE's lighting work plan and provide written comments.

Task Deliverables

- Electronic copy of formal "Request for Information".
- Meeting agendas and minutes.
- One (1) electronic copy in PDF format of the preliminary design drawings.
- One (1) electronic copy in MS Project of the Preliminary Schedule.
- One (1) full CAD Export including all xrefs.
- One (1) zip file of any franchise utility record drawings.
- One (1) electronic copy in PDF format of the completed MEF documentation of existing curb ramps
- SEPA exemption documents.
- One (1) electronic copy in PDF format of draft photometric analysis results and recommendations memorandum.
- Written review comments on PSE's lighting work plan for up to two (2) reviews.

City Responsibilities

- Provide available as-built documents.
- Complete review of the preliminary design drawings, OPPC, and supporting documentation with written comments.
- City review period is assumed to be fifteen (15) days.
- Attend project coordination meetings.
- Attend coordination meetings with Consor and PSE.
- Provide available GIS data including mounting height, mast arm length, and wattage of existing luminaires.
- Provide review of photometric analysis results and recommendations memorandum. Provide written comments.

Assumptions

- No storm, sewer, or water modeling services are needed.

- No specifications to be developed for preliminary design.
- Meetings will be up to two (2) hours and attended by up to two (2) Consor team members.
- Review comments will be received in a complete, non-conflicting, single submittal.
- Multiple rounds of review comments on the same design completion submittal are not anticipated.
- Detail sheets are not included.
- Traffic Control sheets will be a part of 60% design.
- Illumination improvements will not include installation of new luminaire poles. Existing utility pole-mounted luminaires will not be adjusted beyond replacement of fixture type.
- Pavement rehabilitation will be within the existing curb-to-curb width approximately as shown in Exhibit A.4, no widening of the existing roadway is anticipated. Existing curb and gutter will remain in place and any damaged curb and gutter requiring replacement will be noted in the paving plan. No vertical profile adjustments will be required along the project extents.
- Pavement rehabilitation is anticipated to include overlay, grind/inlay and full-depth patching. Full depth patching, if needed, will be shown in plan view per the Geotechnical recommendations.
- Up to forty-one (41) existing curb ramps will be evaluated for ADA compliance with both 2D and 3D requirements. Documentation of compliance and non-compliance will be submitted via completed MEF documentation. Non-compliant ramps as determined in the evaluation will be considered for curb ramp retrofit design as agreed upon by the City.
- Curb ramp retrofit design will be limited to existing sub-standard curb ramps and replacement of ramps directly impacted by utility construction work. Preliminary proposed curb ramp design at each intersection be limited to 2D layouts. 3D elements will be considered and included with 60% design. Driveway ramps, where impacted, will reference City standard details. Consultant will indicate potential ADA design deviations for review. Up to forty-one (41) curb ramps are assumed to need retrofit. Consultant will design up to nine (9) new parallel curb ramps at perpendicular crossing locations across from existing curb ramps according to requirements in RCW 35.68.075. The total number of curb ramps for design is limited to fifty (50). The number of ramps assumes a single ramp at each corner and does not include directional ramps for each crossing direction.
- Striping and signing of the roadway will match City Provided Preliminary Pavement Striping Plan (see Exhibit A.4).
- No specifications will be developed for the illumination portion of design; all design and construction work will be performed by PSE. Memo will include photometric analysis results on project plan sheets.
- Existing illumination conditions with HPS luminaires will not be analyzed in AGI32 or included in the results memorandum.
- Project scope does not include any alterations to existing illumination infrastructure except the luminaire. Mounting height, mast arm length and angle, and pole location are fixed.

- LED replacement luminaires will be selected to best fit the City of Redmond Illumination Design Manual recommended light levels and uniformity based on roadway classification. Because poles, arms, and mounting heights are fixed, the selected replacement luminaires may not result in design values which are compliant with the City of Redmond Illumination Design Manual standards for light levels and uniformity.
- LED luminaires will be limited to the PSE-approved GE Evolve series. PSE will provide Consor with a list of preferred luminaire models within that series and Consor will model and select luminaires from the list.
- Meetings will be up to one (1) hour.

Task 6 – 60% Design

Objective

To develop 60% level design drawings, special provisions, Opinion of Probable Construction Cost (OPCC), and updated construction working days estimate. 60% design level deliverables will incorporate City review comments received on the preliminary design documents, and further advance design.

Activities

6.1 60% Design Drawings

Develop 60% design level drawings. Drawings will be consistent with the drawing list provided at the end of this document.

Drawings submitted with the 60% design deliverable will include the following:

- All drawings previously submitted with the preliminary design deliverable advanced to the 60% design level.
- Site demolition and preparation and TESC plans.
- Utility replacement plans and profiles.
- Connection details (up to 25)
- Roadway typical sections and details.
- Channelization plans
- Curb ramp details.
- Traffic control plans & details.
- Illumination replacements will be considered surface restoration and will be noted on Civil Paving sheets.

6.2 60% Special Provisions

Develop 60% design level special provisions. Special provisions will be based on City Standard special provisions and modified to meet specifics of the project.

6.3 60% OPCC and Update Construction Working Days Estimate

Develop 60% design level OPCC and update construction working days estimate.

The 60% OPCC will be consistent with AACEI Class 2 Estimate and will include 15% contingency to account for unknowns, and an anticipated accuracy range of -10% to +15%.

6.4 Coordination with PSE

Two (2) staff will attend one (1) coordination meetings with PSE as PSE develops their lighting work plan. Perform one (1) reviews of PSE's lighting work plan and provide written comments.

Task Deliverables

- 60% design package including electronic copies of the drawings, special provisions, and OPCC via file sharing site; no hard copies will be provided Updated construction working days estimate.
- Draft proposed curb ramp deviations and draft maximum extent feasible (MEF) documentation, as applicable.

City Responsibilities

- Review and comment on each deliverable.
- Provide one set of comments for each deliverable in electronic format. Review comments will be provided in PDF format and will be a consolidated PDF plan set prior to being delivered to the Consultant to eliminate redundant or conflicting comments.
- Coordinate and obtain temporary construction easements.

Assumptions

- Workshops and review meetings are included in Task 1.
- The drawing list is provided at the end of this document and is the basis for the fee estimate related to design drawings.
- Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
- City review period is 15 working days for 60% deliverable.
- Review comments will be received in a complete, single submittal. Multiple rounds of review comments on the same design completion submittal are not anticipated.
- No hydraulic modeling will be performed by the Consor team.
- Curb ramp design will identify minimum slopes, standard details references and 3D elements necessary to convey design intent and to construct to City standards. Where feasible, details will not include vertical elevations of all points within the proposed curb ramp location.

Task 7 – 90% Design

Objective

Develop 90% level design drawings, special provisions, OPCC, and updated construction working days estimate. 90% design level deliverables will incorporate City review comments received on the 60% design documents, and further advance design.

Activities

7.1 90% Design Drawings

Develop 90% design level drawings. Drawings will be consistent with the drawing list provided at the end of this document.

7.2 90% Special Provisions

Develop 90% design level special provisions and submit to the City for review at least fifteen (15) working days prior to 90% Review Meeting. 90% design level special provisions to address all anticipated project work.

7.3 90% OPCC and Update Construction Working Days Estimate

Develop 90% design level OPCC and update construction working days estimate.

The 90% OPCC will be consistent with AACEI Class 1 Estimate and will include 5% contingency to account for unknowns, and an anticipated accuracy range of -5% to +10%.

7.4 90% Stormwater Site Plan Report

Update the SSP drainage report to address City comments and changes to the design between the 60% and 90% deliverables. Develop a draft SWPPP for inclusion as an appendix to the contract.

7.5 Coordination with PSE

Two (2) staff will attend one (1) coordination meetings with PSE as PSE develops their lighting work plan. Perform one (1) reviews of PSE’s lighting work plan and provide written comments.

Task Deliverables

- 90% design package including electronic copies of the drawings, special provisions, and OPCC via file sharing site. No hard copies will be provided.
- 90% level SSP report and draft SWPPP for inclusion as an appendix to the contract.
- Final curb ramp deviations and final maximum extent feasible (MEF) documentation, as applicable.

City Responsibilities

- Review and comments on each deliverable.
- Provide one set of comments for each deliverable in electronic format. Review comments will be provided in writing and will be consolidated prior to being delivered to the Consultant to eliminate redundant or conflicting comments.

- Coordinate and obtain any required easements.
- Prepare and provide electronic files, and periodic updates, of text, forms, schedules, and other components of the contract documents, including preferred “front-end” sections.

Assumptions

- City expectation of 90% submittal should be bid quality level of design. Deliverable will include all plan sheets, details, and all bid items accounted for in engineer’s OPCC.
- Workshops and review meetings are included in Task 1.
- The drawing list is provided at the end of this document and is the basis for the fee estimate related to design drawings.
- Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
- No design changes will be made after the 90% deliverable is submitted to the City (only minor adjustments or corrections are anticipated).
- City review period is 15 working days for 90% deliverable.

Task 8 – Final Design

Objective

Develop final design drawings, special provisions, and OPCC based on comments from the City’s review of the 90% design deliverable to 100%.

Deliverables will incorporate and address City review comments provided on prior deliverables.

Activities

8.1 100% Design Bid-Check Set Drawings

Develop 100% design level design drawings. Drawings will be consistent with the drawing list provided at the end of this document.

8.2 100% Special Provisions

Develop 100% design level special provisions and bid proposal package to address all anticipated project work.

8.3 100% OPCC and Update Construction Working Days Estimate

Develop 100% design level OPCC and update construction working days estimate.

The 100% OPCC will be consistent with AACEI Class 1 Estimate and will include 0% contingency (force account minor changes bid item will serve as contingency), and an anticipated accuracy range of -5% to +5%.

8.4 Final Stormwater Site Plan Report

Update the SSP drainage report and SWPPP to address City comments and changes to the design between the 90% and final bid ready deliverable.

Task Deliverables

- 100% design package including electronic copies of the drawings, special provisions, and OPCC via file sharing site. No hard copies will be provided.
- 100% final design documents including final electronically stamped design drawings, special provisions, and OPCC (PDF, AutoCAD, MS Word, and/or MS Excel, as applicable) via file sharing site. No hard copies will be provided.
- 100% level final SSP report; stamped and sealed.

City Responsibilities

- Review and comments on each deliverable.
- Provide one set of comments for each deliverable in electronic format. Review comments will be provided in writing and will be consolidated prior to being delivered to the Consultant to eliminate redundant or conflicting comments.
- Coordinate and obtain any required easements.
- Prepare and provide electronic files, and periodic updates, of text, forms, schedules, and other components of the contract documents, including preferred “front-end” sections.

Assumptions

- The drawing list is provided at the end of this document and is the basis for the hours estimated related to design drawings.
- Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.

Task 9 – Bid Documents

Objective

Develop bid documents including drawings, special provisions, and OPCC based on comments from the City’s review of the 100% design.

Deliverables will incorporate and address City review comments provided on prior deliverables.

Activities

9.1 Bid-Ready Drawings, Special Provisions, and OPCC

Incorporate City final design review comments into design documents to develop the Bid-Ready drawings, special provisions, and OPCC. Drawings, special provisions, and OPCC will be submitted to the City that are

ready for bidding and distribution. Drawings and special provisions will be electronically stamped and signed by a Professional Engineer licensed in the State of Washington.

9.2 Final Stormwater Site Plan Report

Update the SSP drainage report and SWPPP to address City comments and changes to the design between the 90% and final bid ready deliverable.

Task Deliverables

- Bid-Ready design documents including final electronically stamped design drawings, special provisions, and OPCC (PDF, AutoCAD, MS Word, and/or MS Excel, as applicable) via file sharing site. No hard copies will be provided.
- Final SSP report; stamped and sealed.

City Responsibilities

- Review and comments on each deliverable.
- Provide one set of comments for each deliverable in electronic format. Review comments will be provided in writing and will be consolidated prior to being delivered to the Consultant to eliminate redundant or conflicting comments.
- Coordinate and obtain any required easements.
- Prepare and provide electronic files, and periodic updates, of text, forms, schedules, and other components of the contract documents, including preferred “front-end” sections.

Assumptions

- The drawing list is provided at the end of this document and is the basis for the hours estimated related to design drawings.
- Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
- No new property acquisition or easements are anticipated

Task 10 – Bidding Support

Objective

This task will include supporting the City on an as-needed basis during bidding of the project.

Activities

10.1 Respond to Bidder Questions

As requested by the City, respond to questions from bidders, subcontractors, equipment suppliers, and vendors regarding the project contract documents. Maintain a written record of communications during bidding process.

All questions are to be routed through the City; the Consultant team will not receive or respond to any direct requests from bidders.

10.2 Addenda

Prepare and submit up to two addenda, as necessary.

Task Deliverables

- Written responses to bidder's questions.
- Draft addenda for the City to distribute to plan holders.

City Responsibilities

- City to coordinate and submit bid-ready contract documents to Builders Exchange.
- The City will be responsible for tasks associated with printing bid documents, document distribution, bid advertisement, pre-bid meeting, addenda distribution, plan holder administration, bid evaluation, bid tabulation, etc.

Assumptions

- Optional Support services during bidding will be performed up to the extent of the fee estimate and will require written authorization from the City's PM through a contract amendment.
- Up to two draft addenda will be prepared for the City; by Consor.
- Addendums required as a result of errors and omissions will be absorbed by Consor.

Task 11 – Management Reserve

Activities

11.1 Management Reserve

Written permission from the City is required to access \$100,000 of management reserve funds. Scope of services and fee estimate to be negotiated with request to access the management reserve.

The City, at its discretion, may supplement the scope of services to include any or all of the tasks noted below.

- Additional Investigations and Design Services
- Construction Engineering Support
- Construction Management
- Inspection Support
- Record Drawings Preparation
- Right-of-Way Support

Project Fee Estimate

A fee estimate for the project is included as Exhibit D and E and includes resource allocations by staffing class and budget estimates for all the work by task. The budget amounts shown will not be exceeded

without written authorization by the City. Fee Estimates for DHA are included as Exhibit D.1 and E.1. Fee Estimates for CHE are included as Exhibit D.2 and E.2.

Project Schedule

The project is estimated to be up to twelve (12) months after Consor receives Notice to Proceed. A tentative project schedule is provided below assuming notice to proceed is given by June 2024.

Drawing List

GENERAL	
G-001	COVER SHEET
G-002	SHEET INDEX AND GENERAL SYMBOLS
G-003	ABBREVIATIONS
G-004	NOTES
G-005	POTHOLE TABLE AND WATER METER TABLE
G-006	LEGEND AND SYMBOLS
G-010	SURVEY CONTROL AND KEY MAP
CIVIL - DEMO	
D-C-101/102	BEGIN TO A18+20
D-C-103/104	A18+20 TO A27+20
D-C-105/106	A27+20 TO A35+20
D-C-107/108	A35+20 TO A44+00
D-C-109/110	A44+00 TO A53+20
D-C-111/112	A53+20 TO A62+40
CIVIL - WATER	
W-C-101	PLAN AND PROFILE BEGIN TO A13+60
W-C-102	PLAN AND PROFILE A13+60 TO A18+20
W-C-103	PLAN AND PROFILE A18+20 TO A22+60
W-C-104	PLAN AND PROFILE A22+60 TO A27+20
W-C-105	PLAN AND PROFILE A27+20 TO A31+40
W-C-106	PLAN AND PROFILE A31+40 TO A35+20
W-C-107	PLAN AND PROFILE A35+20 TO A39+80
W-C-108	PLAN AND PROFILE A39+80 TO A44+00
W-C-109	PLAN AND PROFILE A44+00 TO A48+60
W-C-110	PLAN AND PROFILE A48+60 TO A53+20
W-C-111	PLAN AND PROFILE A53+20 TO A57+80
W-C-112	PLAN AND PROFILE A57+80 TO A62+40
W-C-113	PLAN AND PROFILE A62+40 TO END
W-C-114	DETAILS - 1
W-C-115	DETAILS - 2
W-C-501	WATER CONNECTION DETAILS 1-4
W-C-502	WATER CONNECTION DETAILS 5-8
W-C-503	WATER CONNECTION DETAILS 9-12
W-C-504	WATER CONNECTION DETAILS 13-16
W-C-504	WATER CONNECTION DETAILS 17-20
W-C-504	WATER CONNECTION DETAILS 21-24

CIVIL - SANITARY SEWER	
SS-C-101	PLAN AND PROFILE BEGIN TO A13+60
SS-C-102	PLAN AND PROFILE A13+60 TO A18+20
SS-C-103	PLAN AND PROFILE A18+20 TO A22+60
SS-C-104	PLAN AND PROFILE A22+60 TO A27+20
SS-C-105	PLAN AND PROFILE A27+20 TO A31+40
SS-C-106	DETAILS - 1
SS-C-107	DETAILS - 2
CIVIL - STORM DRAIN	
SD-C-101/102	PLAN BEGIN TO A18+20
SD-C-103/104	PLAN A18+20 TO A27+20
SD-C-105/106	PLAN A27+20 TO A35+20
SD-C-107/108	PLAN A35+20 TO A44+00
SD-C-109/110	PLAN A44+00 TO A53+20
SD-C-111/112	PLAN A53+20 TO A62+40
SD-C-113	PLAN A62+40 TO END
SD-C-301	PROFILES - 1
SD-C-302	PROFILES - 2
SD-C-303	DETAILS - 1
SD-C-304	DETAILS - 2
CIVIL - CHANNELIZATION	
C-C-101/102	BEGIN TO A18+20
C-C-103/104	A18+20 TO A27+20
C-C-105/106	A27+20 TO A35+20
C-C-107/108	A35+20 TO A44+00
C-C-109/110	A44+00 TO A53+20
C-C-111/112	A53+20 TO A62+40
C-C-113	A62+40 TO END
CIVIL - TRAFFIC CONTROL	
TC-C-101/102	BEGIN TO A18+20
TC-C-103/104	A18+20 TO A27+20
TC-C-105/106	A27+20 TO A35+20
TC-C-107/108	A35+20 TO A44+00
TC-C-109/110	A44+00 TO A53+20
TC-C-111/112	A53+20 TO A62+40
TC-C-113	A62+40 TO END

CIVIL - PAVING	
P-C-101/102	BEGIN TO A18+20
P-C-103/104	A18+20 TO A27+20
P-C-105/106	A27+20 TO A35+20
P-C-107/108	A35+20 TO A44+00
P-C-109/110	A44+00 TO A53+20
P-C-111/112	A53+20 TO A62+40
P-C-113	A62+40 TO END
P-C-302	ROADWAY PROFILES - 1
P-C-302	ROADWAY PROFILES - 2
P-C-303	ROADWAY DETAILS - 1
P-C-304	ROADWAY DETAILS - 2
P-C-501	CURB RAMP DETAILS - 1-2
P-C-502	CURB RAMP DETAILS - 3-4
P-C-503	CURB RAMP DETAILS - 5-6
P-C-504	CURB RAMP DETAILS - 7-8
P-C-505	CURB RAMP DETAILS - 9-10
P-C-506	CURB RAMP DETAILS - 11-12
P-C-507	CURB RAMP DETAILS - 13-14
P-C-508	CURB RAMP DETAILS - 15-16
P-C-509	CURB RAMP DETAILS - 17-18
P-C-510	CURB RAMP DETAILS - 19-20
P-C-511	CURB RAMP DETAILS - 21-22
P-C-512	CURB RAMP DETAILS - 23-24
P-C-513	CURB RAMP DETAILS - 25-26
P-C-514	CURB RAMP DETAILS - 27-28
P-C-515	CURB RAMP DETAILS - 29-30
P-C-516	CURB RAMP DETAILS - 31-32
P-C-517	CURB RAMP DETAILS - 33-34
P-C-518	CURB RAMP DETAILS - 35-36
P-C-519	CURB RAMP DETAILS - 37-38
P-C-520	CURB RAMP DETAILS - 39-40
P-C-521	CURB RAMP DETAILS - 41-42
P-C-522	CURB RAMP DETAILS - 43-44
P-C-523	CURB RAMP DETAILS - 45-46
P-C-524	CURB RAMP DETAILS - 47-48
P-C-525	CURB RAMP DETAILS - 49-50

16928 Woodinville-Redmond Road, B-107
Woodinville, WA 98072

Business (425) 483-5355
FAX (425) 483-4650

April 30, 2024

Conzor
1601 Fifth Avenue Suite 500
Seattle, Washington 98101

Attention: Mr. Jon Miner, P.E.

Subject: Cost Estimate for Professional Land Surveying Services, City of Redmond NE 24th St, Utility Improvements Final Design, City of Redmond, Washington

Dear Jon:

Enclosed is my cost estimate to perform the topographic surveying, within the dedicated street right of way, and subject private property easements (which right of entry will be obtained prior to survey), for the proposed utility upgrades. The area is shown on the attached exhibit, defined in your email to DHA on 04/25/2024. Topographic mapping will consist of all planimetric features, fencing, top and toe of slopes, and all above and below grade utilities. The reach consists of approximately 650 lineal feet of wooded slopes along the southerly right of way line of NE 24th ST, between 186th Avenue NE, east to West Lake Sammamish Parkway NE. The survey will extend 10 feet onto private property

The estimate also considers the survey of thirty (30) Pothole and Geotechnical Borings.

Project Control: (City of Redmond Standards)

Horizontal Datum: Washington State Plane Coordinate System, North Zone NAD83(1991), US Feet.

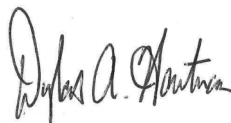
Vertical Datum: NAVD88, US Feet

Field data will be processed in accordance with Consor/City of Redmond CADD standards. The topographic survey will be developed at a scale of 1"=20', with one (1) foot contours.

TIME SCHEDULE - The foregoing services shall be completed and delivered within forty-five (45) calendar days of the official notice to proceed.

Sincerely,

DUANE HARTMAN & ASSOCIATES, INC.



Douglas A. Hartman, PLS



May 3, 2024

CONSOR NORTH AMERICA, INC.

600 University Street, Ste 300
Seattle, WA 98101

Attn: Jon Miner, PE

Transmitted via email to: jon.miner@consoreng.com

Re: Scope and Fee for Geotechnical Engineering Services
Final Design, Pavement Management & Utilities Upgrades –
NE 24th St from 172nd Ave NE to WLSP
Redmond, WA

Ciani & Hatch Engineering, PLLC (CHE) is pleased to submit this scope and fee estimate for geotechnical services to support Final Design of the City of Redmond Pavement Management & Utilities Upgrades – NE 24th St from 172nd Ave NE to West Lake Sammamish Parkway (WLSP) project in Redmond, WA (Site).

PROJECT BACKGROUND

The City of Redmond (City; project owner) proposes to replace approximately 6,200 linear feet (lf) of water pipe, 2,085 lf of sewer pipe, including 8 manholes and 8 side sewers, and 615 lf of stormwater pipe along the Northeast 24th Street corridor between 172nd Ave NE and West Lake Sammamish Parkway. In addition to the utility work, the City of Redmond has requested a pavement assessment along the corridor and evaluation of a steep slope along the south side of NE 24th Street that has exhibited seepage. Utility work will be completed ahead of repaving and restriping approximately.

Based on discussions with Consor North America, Inc. (Conсор), we understand our scope includes:

- Providing pavement assessment and rehabilitation recommendations along NE 24th Street between 172nd Avenue NE and West Lake Sammamish Parkway NE (approximately 1 mile of roadway) in a geotechnical engineering report, which includes subcontracting Falling Weight Deflectometer testing for approximately 1 mile of roadway (2 miles of FWD testing).
- Providing slope stability and seepage analysis to assess the slope along south side of NE 24th Street between 185th Avenue NE to West Lake Sammamish Parkway NE in a technical memorandum.

PROPOSED SCOPE OF SERVICES

The following tasks define CHE's proposed geotechnical engineering scope of services to support design and construction of the project.

TASK 1. PAVEMENT EVALUATION AND DESIGN

To complete pavement assessment and design along the project corridor CHE will complete the following tasks:

- Prepare and submit a City of Redmond Right-Of-Way (ROW) Permit application package, including supporting figures and traffic control plans. The application package will be submitted for the City's review and approval.
- Complete non-destructive Falling Weight Deflectometer (FWD) testing for pavement rehabilitation analyses:
 - Subcontract FWD testing on each travel lane along NE 24th Street, from 172nd Avenue NE to WLSP, a linear distance of about 1 mile (2 miles testing distance). Test spacing will be approximately 100-foot intervals. Testing will consist of 3 drops at each location. GPS readings will be taken at each test location. Pavement thicknesses measured during preliminary design will be utilized to back calculate subgrade resilient modulus values at each testing location.
 - Subcontract traffic control along NE 24th for FWD testing. Traffic control will consist of a rolling closure with flagger support.
 - CHE personnel will monitor FWD testing and traffic control compliance.
 - FWD testing is anticipated to take up to one (1) day to complete.
- The results of the field exploration and FWD testing program will be summarized in a draft report, which will be submitted to Consor and the City for review and comment. Upon receipt, CHE will address comments and submit a final report, signed and sealed by the Project Engineer.
- Prepare a draft pavement report summarizing the results of our field testing and pavement analyses, which will be submitted to Consor and the City for review and comment. Upon receipt, CHE will address comments and submit a final report, signed and sealed by the Project Engineer. The report will include:
 - A summary of the general condition of the existing pavement.
 - A summary of FWD testing and calculated subgrade modulus values along the alignment.
 - Flexible pavement rehabilitation recommendations based on the AASHTO 1993 design methodology.

ASSUMPTIONS

- FWD testing can be completed in 1 day and will be completed on weekdays, during daylight hours.
- The City will issue CHE a no cost right-of-way use permit.
- Existing pavement surfacing consists of flexible hot mix asphalt (HMA) pavement along the entire project alignment.

DELIVERABLES:

- Draft and Final Pavement Design Report.
- Response to one round of consolidated comments on the draft report.

TASK 2. SEEPAGE AND SLOPE STABILITY EVALUATION

The City wishes to address the seepage observed on the slope that runs along the south side of NE 24th Street between 185th Avenue NE to West Lake Sammamish Parkway NE. To evaluate the source of seepage and provide recommendations to the City, CHE will complete the following tasks:

- Coordinate with Consor and the City to verify Right-Of-Entry (ROE) access to complete hand augers and borings located outside of City of Redmond ROW.

- Prepare and submit a City of Redmond Right-Of-Way (ROW) Permit application package, including supporting figures and traffic control plans. The application package will be submitted for the City's review and approval.
- Coordinate the clearance of underground utilities at our proposed exploration areas. Exploration locations will be marked in the field and the Washington Utilities Coordinating Council's "One Call" locating service will be contacted.
- Complete field explorations required for slope stability and seepage analyses:
 - Explore the subsurface soil and groundwater conditions of the upslope soils by advancing a total of two (2) exploratory borings to a depth of 30 feet (ft) below ground surface (bgs), with a total drilling footage of 60 feet. A monitoring well will be installed in one boring and will be developed following installation.
 - CHE personnel will monitor the advancement of the borings, collect soil samples, and prepare detailed boring logs of the conditions observed.
 - Explore thickness of slope colluvial layer using a T probe and hand auger at up to five (5) locations along slope face. Samples will be collected from each hand auger exploration and submitted for laboratory index testing (Grain Size and/or Atterberg Limits).
 - Select soil samples collected from the exploratory borings and hand augers will be delivered to an external geotechnical laboratory for testing. Soil samples obtained from the explorations will be held in storage for 30 days after submittal of CHE's final report or 180 days after completion of the exploration program, whichever is sooner. After that date, the soil samples will be disposed of unless arrangements are made in writing to retain them.
 - Perform laboratory testing on selected soil samples obtained from the exploratory borings and hand augers proposed for the project. The laboratory testing program is anticipated to include 10 index tests (grain size distribution analyses, percent passing the #200 Sieve, and/or Atterberg limits determinations), and 8 moisture content determinations.
 - Explorations are anticipated to take up to two (2) field days.
 - Complete two (2) rounds of groundwater monitoring site visits, which include taking manual well readings.
- Complete geotechnical analysis to evaluate seepage characteristics of the soil, evaluate stability of slope stability considering observed seepage for static and seismic conditions. Two critical sections will be analyzed. These locations will be determined based on slope height, slope steepness, and the presence of seepage on the face of the slope.
- Prepare a technical memorandum summarizing the results of our analysis. The memorandum will include:
 - A summary of the field seepage observations and the anticipated soil and groundwater conditions.
 - Detailed geotechnical boring logs for the two (2) borings and five (5) hand auger explorations.
 - Geologic cross sections at two (2) locations along the slope.
 - A summary of geotechnical laboratory test results.
 - Summary of field seepage observations.
 - Recommendations for slope stabilization and/or erosion control to address slope stability and to convey observed seepage away from the sidewalk and roadway.

ASSUMPTIONS

- Geotechnical borings, well development, and Hand Augers can be completed in 2 days and will be completed on weekdays, during daylight hours.
- Total boring drilling footage will not exceed 60 feet. If unusually deep, loose soils are encountered, CHE will seek Consor's authorization to extend the drill depth. The approximate additional cost inclusive of CHE labor is \$103/ft of additional drill depth.
- The City will issue CHE a no cost right-of-way use permit.
- The City will facilitate Right of Entry (ROE) to complete hand auger explorations on private property and to advance one boring in a private driveway.
- Site soil is free of contaminants and analytical testing of soil and groundwater is excluded from this scope. If potentially contaminated soil or groundwater is detected during drilling, CHE will immediately stop drilling and notify Consor.
- Drill cuttings will be properly disposed of off-site.
- No locations will require Vac Truck excavation due to adjacent utilities being present within 5-feet of the proposed exploration. If a Vac Truck is required, it can be added at a cost of \$1,200 per day.
- Existing pavement surfacing consists of flexible hot mix asphalt (HMA) pavement along all of the project alignment. CHE has not included budget for coring through Portland cement concrete pavement.
- Explorations advanced in existing asphalt pavement will be patched with quick-setting concrete. CHE understands that permanent patching, if required, will be completed by others on the Consor team. **Permanent patching in accordance with City of Redmond Standard Detail No 203A is excluded from CHE's scope of work.**
- Surveying of geotechnical exploration locations is not required. We will estimate locations using hand-held GPS units and completed exploration locations will be marked in the field with a wood stake and/or paint on the ground.
- Neither CHE nor its drilling subcontractor will be responsible for damage to unmarked or mismarked utilities.
- Well decommissioning is excluded from this scope of services and should be included as a bid item in the project plans and specifications.
- Memo preparation will follow CHE's internal quality control/quality assurance review process, which includes review by a subcontracted technical editor.
- Hydraulic conductivity of the soil will be evaluated using grain size analysis data.
- CHE will respond to one set of consolidated comments on the Draft memo.
- Consor will provide CHE with a project base map in AutoCAD format, including surveyed geometry of slope face.

DELIVERABLES

- Draft and Final slope stability technical memorandum in PDF format.

TASK 3. CULTURAL RESOURCE MONITORING

CHE will subcontract Cultural Resource Consultants to update and amend the cultural resource report provided during preliminary design to include the additional geotechnical explorations recommended for final design of the project. Their assessment of the new areas of ground disturbance will include a reconnaissance survey and historical research; monitoring of geotechnical borings is excluded from this scope of services.

DELIVERABLES:

- Draft and Final Cultural Resources Report.
- Response to one round of consolidated comments on the draft report.

TASK 4. GEOTECHNICAL PROJECT MANAGEMENT AND DESIGN SUPPORT

Task 5 will include project document review to verify compliance with geotechnical recommendations for 60%, 90%, and 100% design. This includes review of the design report, plans, specifications and estimates prepared for the project, as well as general geotechnical consultation to the project team.

Project management services to support the project include invoicing, project status updates, team communication, and subcontractor management for an anticipated duration of 6 months.

ASSUMPTIONS

- CHE will provide document review at the 60, 90 and 100 percent project milestones.
- CHE will participate in up to three (3) virtual design team meetings to support comment resolution for project milestones.
- Comments will be received and tracked in Bluebeam Studio or similar.

TASK 5 - OPTIONAL. SLUG TESTING

If significant groundwater is observed in the monitoring well installed for evaluation of slope seepage, slug testing is recommended for further evaluation of hydraulic conductivity. A slug test assesses hydraulic conductivity of the soil by submerging an object of known volume and displacement (a slug) within a water column and quickly withdrawing it (surging) while monitoring the water level recovery within the well. Water levels in the well are recorded over several intervals of surging and recovery. This data is then used to calculate how quickly water moves through the soil. Slug tests offer a relatively simple and cost-effective means of assessing soil properties relevant to groundwater flow and seepage.

ASSUMPTIONS

- Slug testing will not require traffic control nor a ROW permit.
- Slug testing can be completed in one day.

COST ESTIMATE

Services will be provided on a time-and-expense basis in accordance with the attached Fee Schedule. CHE estimates the above service can be completed for a fee of \$96,000, as detailed in Table 1.

Table 1. Cost Estimate.

Task	CHE Labor and Expense	Subcontractor Expense	Total Estimated Cost
Task 1. Pavement Evaluation and Design	\$21,900	\$21,400	\$43,300
Task 2. Seepage and Slope Stability Evaluation	\$23,500	\$16,500	\$40,000
Task 3. Cultural Resource Monitoring	\$900	\$3,600	\$4,500
Task 4. Project Management & Design Support (60%, 90%, Final)	\$8,200	-	\$8,200
Task 5. Optional Slug Testing	\$4,100	-	\$4,100
Sub-Total with Slug Testing (including Task 6)		\$100,100	
Subtotal without Slug Testing (excluding Task 6)		\$96,000	

CHE will not exceed the proposed budget without Consor’s written authorization.

AUTHORIZATION

CHE proposes to conduct the above-described scope of services on a time and expense basis in accordance with the attached Fee Schedule. To authorize our services, please prepare a subconsultant services agreement, consistent with previous agreements between CHE and Consor, referencing this scope and fee.

CLOSING

We appreciate the opportunity to work with you on this project. If you have questions or require additional information, please contact Whitney at wciani@chegeotech.com or 208-408-0620.

CIANI & HATCH ENGINEERING, PLLC



Whitney L. Ciani, PE
 President/Associate Geotechnical Engineer

Attachments:
 Fee Workbook



Applied Professional Services, INC.

April 3, 2024

APS VAC # 6620 phase 2

Project Scope: Potholing

APS, Inc. will utilize our Air Vacuum Excavation System to verify utilities at selected test-hole locations determined by **Consor**. This process is being performed to obtain utility and depth information for the projects design.

- APS, Inc. shall air vacuum excavate approximately **(30)** test-holes on existing underground utilities.
- Scope assumes that the utility will be between 0' and 10' in depth.
- If a test-hole falls in the hard surface APS, Inc. shall **jackhammer** the existing asphalt or concrete.
- APS, Inc. shall backfill all test-holes with a material approved by the local jurisdiction (5/8" select, sand or pea gravel).
- Permanent asphalt repair is included in this scope and fee.
- Collect utility and test-hole data, and photograph all found utilities.
- This estimate is based on design engineering rates in which case prevailing wages do not apply.
- Restoration is assumed at this time to be 5/8" crushed rock back fill with a 3'x3' saw cut and an HMA patch.
- Grind and overlay of the existing roadway is not covered in this scope. Should the local jurisdiction require additional restoration, other than what is included in the scope, then additional fees will be required.
- All bonding and/or ROE will be obtained prior to APS arriving on site.

Deliverables: Potholing

- Test-hole data sheets, which include Top, Bottom, Width, Diameter and Direction of the utility.
- Excel spread sheet containing all test-hole data for the project.
- Google Earth RM map with interactive link accompanied with an SHP File.
- Photo of all Found Utilities.
- One and a quarter inch zinc washer left at grade where utility was found with measurements stamped into it.

SERVICE PROVIDED	COST / UNIT	EST. HRS/UNITS	TOTAL COST
AIR VACUUM POTHOLING (portal-to-portal)	\$ 390.00	70	\$ 27,300.00
PROJECT COORDINATION	\$ 110.00	50	\$ 5,500.00
TRAFFIC CONTROL PLANS	\$ 200.00	5	\$ 1,000.00
CONDUCTABLE LOCATES	\$ 115.00	8	\$ 920.00
GPR LOCATES	\$ 190.00	8	\$ 1,520.00
NON CONDUCTABLE LOCATES	\$ 245.00	8	\$ 1,960.00
DUMPING FEE (per hole)	\$ 25.00	30	\$ 750.00
FLAGGING & TC	\$ 235.00	70	\$ 16,450.00
HMA PATCHING	\$ 1,850.00	30	\$ 55,500.00
TOTAL PROJECT ESTIMATE			\$ 110,900.00

Project Site Address

- NE 24th St. & 182nd Ave NE. Redmond, WA

Contact Information:

CLIENT:

Conсор

Jon Miner

600 University St. #300

Seattle, WA 98101

(206) 462-7691

Authorization to Proceed

The undersigned hereby acknowledges the terms and conditions of this agreement and authorizes APS, Inc. to proceed according to the project scope and cost.

Conсор

Job # 6620VAC Phase 2

Name: _____

Date: _____

Exhibit B
DBE Participation Plan

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

The City does not anticipate receiving Federal Funding for the Pavement Management & Utilities Upgrades – NE 24th St from 172nd Ave NE to WLSP Final Design . As such, the Consultant will not have access to the WSDOT Diversity Compliance program and is exempt from all reporting requirements within wsdot.diversitycompliance.com program. The estimated DBE percentage for the project is shown in Exhibit D and E.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See full details in Exhibit A, A.1, A.2, and A.3

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D 2013 or higher

Transmission: SharePoint

B. Roadway Design Files

See full details in Exhibit A, A.1, A.2, and A.3

Standard: City of Redmond

Format: Basemap in CAD/Civil3D 2013 or higher

Transmission: SharePoint

C. Computer Aided Drafting Files

See Full details in Exhibit A, A.1, A.2, and A.3

Standard: Consultant Drafting Standards

Format: Basemap in CAD/Civil3D 2013 or higher

Transmission: SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A, A.1, A.2, and A.3

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

Deliverables outlined in Scope of Work Exhibit A, A.1, A.2, and A.3

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

Agency furnished services and information outlined in Scope of Work Exhibit A, A.1, A.2, and A.3

II. Any Other Electronic Files to Be Provided

Deliverables outlined in Scope of Work Exhibit A, A.1, A.2, and A.3

III. Methods to Electronically Exchange Data

City SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

See Exhibit D attached

**Exhibit D
Consultant Fee Determination**

Project Name: Pavement Management – NE 24th St from
172nd Ave NE to WLSF Final Design

Project Number: 2319-096, -403, -404, -406
Consultant: Consor

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead		Total Hourly Rate	Total
			192%	28%		
Principal Engineer VI	40	\$ 110.97	\$213.07	\$30.96	\$355	\$14,200
Principal Engineer V		\$ 104.41	\$200.46	\$29.13	\$334	
Principal Engineer IV		\$ 98.78	\$189.66	\$27.56	\$316	
Principal Engineer III		\$ 93.15	\$178.86	\$25.99	\$298	
Principal Engineer II	133	\$ 87.84	\$168.65	\$24.51	\$281	\$37,373
Principal Engineer I		\$ 83.46	\$160.25	\$23.29	\$267	
Professional Engineer IX		\$ 80.34	\$154.25	\$22.41	\$257	
Engineering Designer IX		\$ 77.52	\$148.85	\$21.63	\$248	
Professional Engineer VIII	80	\$ 76.27	\$146.45	\$21.28	\$244	\$19,520
Engineering Designer VIII		\$ 74.09	\$142.24	\$20.67	\$237	
Professional Engineer VII	530	\$ 72.84	\$139.84	\$20.32	\$233	\$123,490
Engineering Designer VII	1,497	\$ 70.33	\$135.04	\$19.62	\$225	\$336,825
Professional Engineer VI		\$ 69.40	\$133.24	\$19.36	\$222	
Engineering Designer VI		\$ 66.90	\$128.44	\$18.66	\$214	
Professional Engineer V	356	\$ 65.65	\$126.04	\$18.32	\$210	\$74,760
Engineering Designer V		\$ 63.46	\$121.84	\$17.70	\$203	
Professional Engineer IV		\$ 61.89	\$118.84	\$17.27	\$198	
Engineering Designer IV	472	\$ 60.64	\$116.44	\$16.92	\$194	\$91,568
Professional Engineer III	88	\$ 59.71	\$114.64	\$16.66	\$191	\$16,808
Engineering Designer III	1,037	\$ 59.71	\$114.64	\$16.66	\$191	\$198,067
Engineering Designer II		\$ 56.27	\$108.03	\$15.70	\$180	
Engineering Designer I	552	\$ 52.52	\$100.83	\$14.65	\$168	\$92,736
Technician IV		\$ 59.71	\$114.64	\$16.66	\$191	
Technician III		\$ 54.39	\$104.43	\$15.18	\$174	
Technician II		\$ 47.20	\$90.63	\$13.17	\$151	
Technician I		\$ 41.58	\$79.82	\$11.60	\$133	
Administrative III	18	\$ 43.45	\$83.43	\$12.12	\$139	\$2,502
Administrative II		\$ 40.01	\$76.82	\$11.16	\$128	
Administrative I		\$ 35.64	\$68.42	\$9.94	\$114	
Cost Estimator III	34	\$ 94.09	\$180.66	\$26.25	\$301	\$10,234
Cost Estimator II		\$ 76.27	\$146.45	\$21.28	\$244	
Cost Estimator I		\$ 57.83	\$111.03	\$16.13	\$185	
Construction Manager X		\$ 98.16	\$188.46	\$27.39	\$314	
Construction Manager IX		\$ 91.28	\$175.25	\$25.47	\$292	
Construction Manager VIII		\$ 86.28	\$165.65	\$24.07	\$276	
Construction Manager VII		\$ 83.15	\$159.65	\$23.20	\$266	
Construction Manager VI	40	\$ 77.21	\$148.25	\$21.54	\$247	\$9,880
Construction Manager V		\$ 71.27	\$136.84	\$19.88	\$228	
Construction Manager IV		\$ 67.52	\$129.64	\$18.84	\$216	
Construction Manager III		\$ 61.58	\$118.24	\$17.18	\$197	
Construction Manager II		\$ 56.89	\$109.23	\$15.87	\$182	
Construction Manager I		\$ 48.14	\$92.43	\$13.43	\$154	
Construction Coordinator III		\$ 65.65	\$126.04	\$18.32	\$210	
Construction Coordinator II		\$ 55.02	\$105.63	\$15.35	\$176	
Construction Coordinator I		\$ 48.77	\$93.63	\$13.61	\$156	
Construction Admin Specialist IV		\$ 59.71	\$114.64	\$16.66	\$191	
Construction Admin Specialist III		\$ 54.39	\$104.43	\$15.18	\$174	
Construction Admin Specialist II		\$ 47.20	\$90.63	\$13.17	\$151	
Construction Admin Specialist I		\$ 41.58	\$79.82	\$11.60	\$133	
Inspector VII		\$ 71.27	\$136.84	\$19.88	\$228	
Inspector VI		\$ 65.65	\$126.04	\$18.32	\$210	
Inspector V		\$ 59.39	\$114.04	\$16.57	\$190	
Inspector IV		\$ 55.02	\$105.63	\$15.35	\$176	
Inspector III		\$ 48.77	\$93.63	\$13.61	\$156	
Inspector II		\$ 44.39	\$85.23	\$12.38	\$142	
Inspector I		\$ 38.14	\$73.22	\$10.64	\$122	
Principal III		\$ 112.85	\$216.67	\$31.48	\$361	
Principal II		\$ 100.97	\$193.86	\$28.17	\$323	
Principal I		\$ 89.72	\$172.25	\$25.03	\$287	
Project Manager IV		\$ 84.71	\$162.65	\$23.64	\$271	
Project Manager III		\$ 79.40	\$152.45	\$22.15	\$254	
Project Manager II		\$ 70.65	\$135.64	\$19.71	\$226	
Project Manager I	40	\$ 61.89	\$118.84	\$17.27	\$198	\$7,920
Project Coordinator IV		\$ 57.83	\$111.03	\$16.13	\$185	
Project Coordinator III		\$ 52.52	\$100.83	\$14.65	\$168	
Project Coordinator II		\$ 47.20	\$90.63	\$13.17	\$151	
Project Coordinator I	74	\$ 43.45	\$83.43	\$12.12	\$139	\$10,286
Quality Control Compliance Specialist		\$ 59.39	\$114.04	\$16.57	\$190	
Total Hours	4,991				Subtotal:	\$1,046,169
REIMBURSABLES						
Mileage						\$1,000
Reproduction (copies, plots, etc.)						\$26,000
Miscellaneous (CAD)						\$110,900
Potholing						
					Subtotal:	\$137,900
SUBCONSULTANT COSTS (See Exhibit E)						
DHA - Exhibit E.1						\$9,766
CHE - Exhibit E.2						\$100,125
					Subtotal:	\$109,891

Total: \$1,293,960

Contingency: 100,000

GRAND TOTAL: \$1,393,960

Exhibit E

Sub-consultant Cost Computations

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

See Exhibit E, E.1, and E.2

EXHIBIT E

Subcontracted Work

Project Name: Pavement Management – NE 24th St from 172nd Ave NE to
WLSP Final Design

Project Number: 2319-096, -403, -404, -406

Consultant: Consor

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

Subconsultant	Work Description	Amount
DHA - Exhibit E.1	Survey	\$9,766
CHE - Exhibit E.2	Geotechnical and Cultural Resources	\$100,125
Total:		\$109,891

Exhibit E.1

Consultant Fee Determination

Pavement Management & Utilities Upgrades
 Project Name: – NE 24th St from 172nd Ave NE to WLSP
 Final Design

Project Number: 2319-096, -403, -404, -406
 Consultant: DHA Surveyors

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 196%	Fee (Profit) 29%	Total Hourly Rate	Total
Project Surveyor	8	\$ 44.00	\$86.24	\$12.85	\$143	\$1,145
Field Tech I	32	\$ 33.00	\$64.68	\$9.64	\$107	\$3,434
Field Tech II	32	\$ 26.00	\$50.96	\$7.59	\$85	\$2,706
Office Tech I	20	\$ 32.00	\$62.72	\$9.34	\$104	\$2,081
Total Hours	92				Subtotal:	\$9,366
REIMBURSABLES						
Mileage						\$400
Reproduction (copies, plots, etc.)						\$400
					Subtotal:	\$400

GRAND TOTAL: \$9,766

Exhibit E.2

Consultant Fee Determination

Project Name: Pavement Management & Utilities Upgrades – NE
 Project Number: 2319-096, -403, -404, -406
 Consultant: CHE

NEGOTIATED HOURLY RATES

Classification	Hours	All-Inclusive Rate	Overhead	Fee (Profit)	Total Hourly Rate	Total
Associate Engineer	77	\$ 205.00			\$205	\$15,785
Senior Engineer	151	\$ 165.00			\$165	\$24,915
Staff Engineer	141	\$ 120.00			\$120	\$16,920
Total Hours	369				Subtotal:	\$57,620
REIMBURSABLES						
Mileage						\$300
Reproduction (copies, plots, etc.)						-
Miscellaneous						\$785
					Subtotal:	\$1,085
SUBCONSULTANT COSTS (See Exhibit E)						
Holocene Drilling						\$9,000
APS						\$520
Advanced Government Services						\$6,500
HWA Geosciences						\$16,400
Cultrual Resources Consultants						\$3,600
CADCAB						\$2,200
Jordan Sanford Editorial						\$1,200
HWA Geosciences						\$2,000
					Subtotal:	\$41,420

GRAND TOTAL: \$100,125

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the _____

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Mayor or Mayor Designee

Other

of the _____, and _____

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

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

I acknowledge that this certificate is to be furnished to the _____

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

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

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



Memorandum

Date: 6/4/2024

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

File No. CM 24-241

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
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DEPARTMENT STAFF:

Planning and Community Development	Jason Lynch	Deputy Director
Planning and Community Development	Andy Chow	Engineering Manager

TITLE:

Quasi-Judicial: Adoption of Ordinance for Garbarino Plat

OVERVIEW STATEMENT:

Garbarino is a subdivision final plat, located at 10030 and 10042 136th Avenue NE in Redmond. The applicant proposed to subdivide 2.6 acres into 14 single-family residential lots, including 12 lots for detached units, 2 lots with attached units, one for affordable housing, and 2 tracts for open space, access and utilities. The decision to approve or disapprove the Garbarino final plat is a quasi-judicial decision made by the City Council.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
N/A
- Required:
RZC 21.74.030.G

4. Review - City Council. The City Council shall review the final plat at a public meeting, according to the decision criteria for final plats set forth in RZC 21.74.030.C, Decision Criteria for Approval of Final Subdivisions, of this chapter. No public hearing shall be required. Notice of the public meeting at which the final plat will be considered will be mailed to the applicant and to any person who was a party of record to the preliminary plat proceedings at least ten days in advance of the meeting. If the City Council approves the final plat, the Mayor shall be authorized to inscribe and execute the written approval on

the face of the plat map. If the City Council denies the final plat, the final plat will be returned to the applicant with reasons for denial and conditions for compliance.

- **Council Request:**

N/A

- **Other Key Facts:**

The Garbarino preliminary plat was approved with conditions by the Hearing Examiner on October 23, 2020. Engineering plans were approved on September 27, 2021, and the final plat was submitted by the applicant for staff review on October 6, 2023. Staff has reviewed the list of conditions outlined in the Hearing Examiner's October 23, 2020, Findings Conclusions, and Decision and determined that the final plat of Garbarino conforms to those conditions and all other requirements set forth under RCW 58.17.170 and RZC 21.74.030.C. The applicant presented and the City accepted a financial guarantee for the installation of all plat improvements. The affordable housing agreement has been approved and was recorded on February 6, 2024. Final plat approval does not imply acceptance of improvements which occurs upon completion of those improvements.

OUTCOMES:

Approval of the final plat will allow the applicant to record the final plat with the King County Recorder and thus create new lots and apply for building permits.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

There is no fiscal impact associated with this final plat. Staff working on the Garbarino plat are funded through the adopted budget and development services fees.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

0000042-Development Services

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
6/18/2024	Business Meeting	Approve

Time Constraints:

Final plat approval followed by recording of the final plat are necessary prerequisites to obtaining building permits within this subdivision, and the applicant would like to obtain building permits as soon as possible.

ANTICIPATED RESULT IF NOT APPROVED:

Applicant will not be able to record the final plat which is a prerequisite to obtaining building permits within this subdivision.

ATTACHMENTS:

Attachment A: Ordinance

Attachment B: Vicinity Map

Attachment C: Hearing Examiner's Decision

NON-CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, APPROVING THE FINAL PLAT OF
GARBARINO PURSUANT TO RCW 58.17.170 AND RZC
21.74.030, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Redmond has received an application for approval of the final plat of Garbarino, and

WHEREAS, final plat approval is addressed under RZC 21.74.030, which requires that the Redmond City Council adopt findings in support of its decision and approve the final plat.

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

Section 1. Findings adopted. The Redmond City Council adopts the following findings in support of its approval of the GARBARINO final plat:

1. The Redmond Hearing Examiner conditionally approved the related Garbarino Subdivision Preliminary Plat on October 23, 2020. The Hearing Examiner's Findings, Conclusions, and Decision contains conditions incorporated as shown in Attachment C.
2. The applicant submitted the Garbarino final plat for review on October 6, 2023.
3. Under RCW 58.17.170 and RZC 21.74.030(G), final plat approvals require City Council approval.
4. Under RCW 58.17.170 and RZC 21.74.030(C), the criteria to be used by the City Council in determining whether to grant final plat approval are:

- A. whether the final plat substantially conforms to all terms, conditions and provisions of the preliminary approval; and
 - B. whether the final plat contains a dedication to the public of all common improvements, including but not limited to streets, roads, sewage disposal systems, storm drainage systems, and water supply systems which were a condition of approval. The intention to dedicate shall be evidenced by the owner's presentment of a final plat showing the dedication, and the acceptance by the City shall be evidenced by the approval of the final plat; and
 - C. whether the final plat meets the requirements of RZC 21.74, applicable state laws, and all other local ordinances adopted by the City which were in effect at the time a complete application for preliminary plat approval was filed.
5. The City staff has reviewed the final plat of Garbarino and has advised the Council that the final plat conforms to all terms and conditions of preliminary plat and contains a dedication to the public of all common improvements. Based on the staff review, the Council finds that the final plat meets the first and second criteria for approval.
 6. At the time of preliminary plat approval, the Redmond Hearing Examiner determined that, as conditioned, the preliminary plat met the requirements of the state subdivision laws, the State Environmental Policy Act, and the subdivision approval requirements of the RZC. No evidence has been presented to change this determination. The City Council therefore finds that the final plat meets the third criteria for approval.

Section 2. Approval of final plat. The final plat of Garbarino is hereby approved, subject to fulfilling any late-comer agreements and posting of any performance guarantees as determined by the Director of Public Works.

Section 3. Effective date. This ordinance shall take effect and be in full force five days after its passage and publication of a summary as provided by law.

ADOPTED by the Redmond City Council this ____ day of _____, 2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

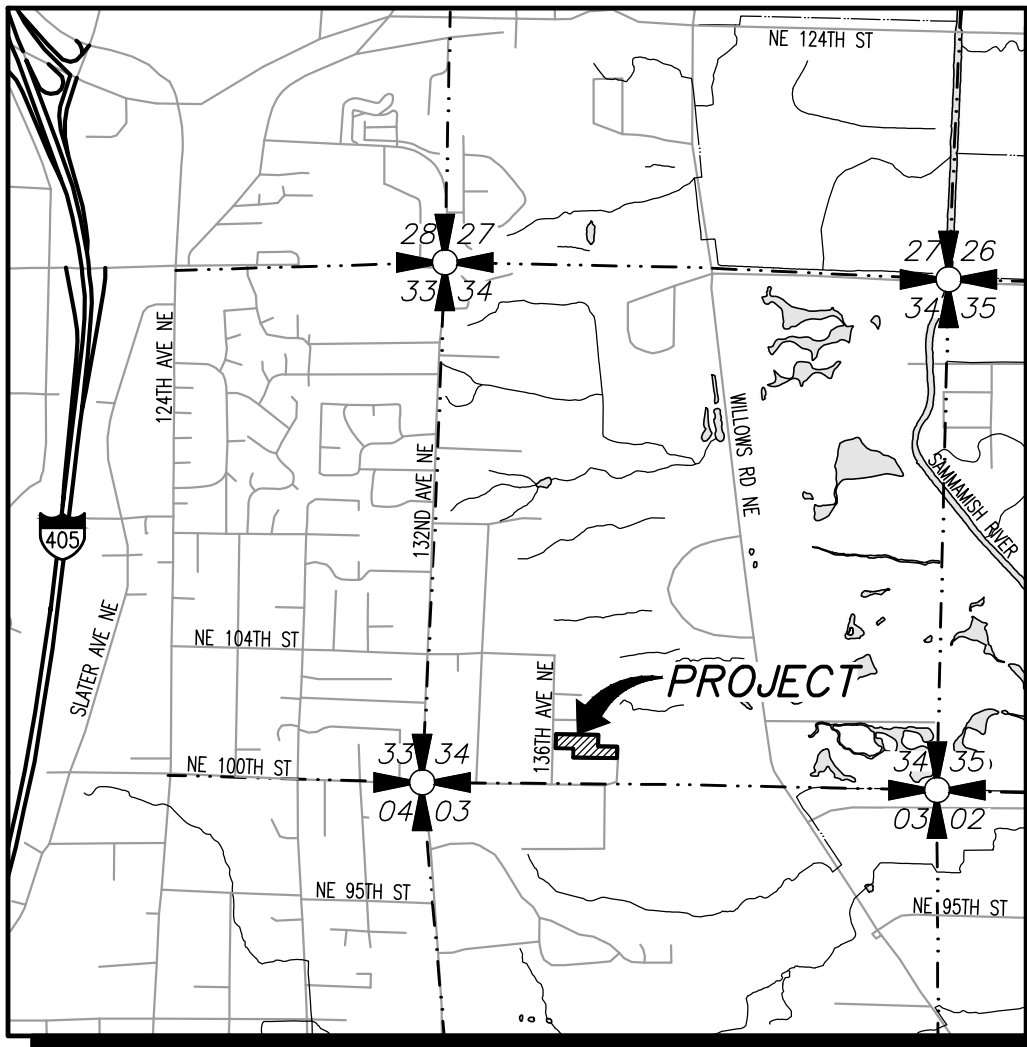
(SEAL)

CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

Daniel P. Kenny, CITY ATTORNEY

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



VICINITY MAP

SCALE: 1"=2000'

LDC

THE CIVIL ENGINEERING GROUP

**Engineering
Structural
Planning
Survey**

14201 NE 200th St., #100
Woodinville, WA 98072

Ph. 425.806.1869
Fx. 425.482.2893

www.LDCcorp.com

MILESTONE NW

GARBARINO

VICINITY MAP



QUASI JUDICIAL

DATE: October 23, 2020

MEMO TO: Parties of Record

FROM: Office of the Hearing Examiner, 425-556-2190, kbiegel@redmond.gov

SUBJECT: **GARBARINO PRELIMINARY PLAT AND ALTERATION OF GEOLOGICALLY HAZARDOUS AREAS LAND-2015-02248 AND LAND-2020-00502**

Reconsideration of the Hearing Examiner's Decision

Enclosed is a copy of the Hearing Examiner's Findings, Conclusions, and Decision on the Garbarino Preliminary Plat and Alteration of Geologically Hazardous Areas, LAND-2015-02248 and LAND-2020-00502. Pursuant to the Redmond Zoning Code, any party of record may file a written request for reconsideration with the Hearing Examiner. To be considered, a request for reconsideration must explicitly set forth alleged errors of procedure or fact, and must be filed within ten business days of the Hearing Examiner's Decision in this matter. Reconsideration requests must be received by the Office of the Hearing Examiner of the City of Redmond and can be submitted by email prior to **5:00 p.m. on November 6, 2020.**

City of Redmond Office of the Hearing Examiner Contact Information:

Mailing Address

Office of the Hearing Examiner
PO BOX 97010, M/S: 3NFN
Redmond, WA 98073-9710

Phone: 425-556-2190
Fax: 425-556-2198
Email: kbiegel@redmond.gov

For your convenience, Request for Reconsideration forms are available online:
<https://www.redmond.gov/913/Request-for-Reconsideration-or-Appeal>

FURTHER PROCEEDINGS

Hearing Examiner decision may be appealed to Superior Court by filing a land use petition which meets the requirements set forth in RCW Chapter 36.70C. The petition must be filed and served upon all necessary parties as set forth in State law and within the 21-day time period as set forth in RCW Section 36.70C.040.

**BEFORE THE CITY OF REDMOND
HEARING EXAMINER**

In the Matter of the Application of)	
)	LAND-2015-02248 – Preliminary Plat
)	LAND-2020-00502 – Alteration of Geologic
)	Hazard Areas
Milestone Northwest, LLC)	Garbarino Plat
)	
)	
)	
For Preliminary Plat and Alteration of a)	FINDINGS, CONCLUSIONS, AND DECISION
<u>Geologic Hazard Area</u>)	

SUMMARY OF DECISION

The requests for approval of a preliminary plat to subdivide 2.6 acres into 14 single-family residential lots and two tracts, and for permits to alter a geologic hazard area to construct a utility maintenance access road, an associated retaining wall, and a wall drain outfall, are **GRANTED** subject to conditions.

SUMMARY OF RECORD

Request:

Greg Arms of Milestone Northwest LLC (Applicant) requested approval of a preliminary plat to subdivide 2.6 acres into 14 single-family lots and two open space tracts. Twelve of the lots would contain single-family detached residences, and two of the lots (Lots 7 and 8) would contain single-family attached residences. In addition, the Applicant requested an alteration of a geologic hazard area permit (AGHA) to construct a utility maintenance access road, an associated retaining wall, and a wall drain outfall within a landslide hazard area. The subject property is located at 10030 and 10042 136th Ave NE in Redmond, Washington.

Hearing Date:

The Redmond Hearing Examiner conducted a virtual open record hearing on the request on October 5, 2020, and subsequently issued an Order Supplementing Record on October 12, 2020 to request additional information on the AGHA request. The requested information was submitted on October 14, 2020 and the record closed on that date.

Testimony:

At the open record hearing, the following individuals presented testimony under oath:

- Ben Sticka, Senior Planner, City of Redmond
- Ian Faulds, Planner, LDC, Inc., Applicant Representative
- Greg Arms, Applicant
- Bob Layton, Registered Consulting Arborist, Applicant Representative

Exhibits:

At the open record hearing the following exhibits were admitted in the record:

1. Technical Committee Report, with the following attachments:
 1. Plan Set
 2. Notice of Application, Certificate of Public Notice and Public Notice Site Plan
 3. Public Comments
 4. SEPA Application Form DNS Certificate of Posting
 5. Notice of Public Hearing and Certificates of Posting
 6. Neighborhood Meeting Notice
 7. SEPA Checklist
 8. Tree Removal Request and Approval Memo
 9. Arborist Report
 10. Critical Areas Report
 11. Geotechnical Report
 12. Determination of Completeness
 13. Stormwater Report
 14. Vicinity Map
 15. General Application
2. Project Timeline submitted by LDC, Inc., dated October 5, 2020
3. City PowerPoint Presentation
4. Comment email from Laura Anderson, dated October 4, 2020, with attached map and email correspondence with Ben Sticka, dated August and September 2016 - with interlineated Staff responses (in red) by Ben Sticka
5. Applicant response to public comment in Exhibit 4, timely submitted October 7, 2020¹
6. Post-hearing public comment email timely submitted by Laura Anderson, dated October 7, 2020
7. Staff Response to post-hearing comments (interlineated into Laura Anderson October 7, 2020), timely submitted by Ben Sticka
8. Memorandum from Ben Sticka to the record, dated October 14, 2020, in response to the Hearing Examiner's Order Supplementing record, with the following attachments:
 - A. Geologic Hazard Area Exception Review letter from Aspect Consulting, dated May 27, 2020

¹ The record was held open to allow Applicant response to Exhibit 4.

- B. Geologic Hazard Area Exception Review letter from Aspect Consulting, dated July 7, 2020

The record also includes an October 12, 2020 Order Supplementing Record issued by the undersigned.

Upon consideration of the testimony and exhibits admitted, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

1. Greg Arms of Milestone Northwest LLC (Applicant) requested approval of a preliminary plat to subdivide 2.6 acres into 14 single-family lots and two open space tracts. Twelve of the lots would contain single-family detached residences, and two of the lots (Lots 7 and 8) would contain single-family attached residences. In addition, the Applicant requested an alteration of a geologic hazard area (AGHA permit) to construct a utility maintenance access road, an associated retaining wall, and a wall drain outfall within a landslide hazard area. The subject property is located at 10030 and 10042 - 136th Ave NE in Redmond, Washington. *Exhibits 1, 1.1, and 1.15.*
2. After an extensive pre-application process that commenced in 2015, the application was submitted and determined to be complete on June 9, 2020. *Exhibits 1, 1.12, and 2.*
3. The subject property is located in the Willows/Rose Hill Neighborhood and is zoned Residential Innovative (RIN) Single-Family Urban Residential. *Exhibit 1, page 3.* The purpose of the RIN zone is as follows:

The RIN Single-Family Urban Residential zone is intended to promote single-family housing consisting of smaller dwelling units to respond to changing household sizes and ages. It will provide opportunities for households of various sizes, ages, and incomes to live in a neighborhood by promoting diversity in the size, type, and price of new single-family homes. Also, this zone will blend new development with existing residential development to help maintain neighborhood character, particularly in neighborhoods with a predominance of small to moderately sized homes. The zone will help to provide appealing and active streetscapes that promote a more walkable and enjoyable neighborhood experience. The density allowed within the zone shall be four to five dwelling units per gross acre depending on the size of the site and the size of dwellings proposed.

Redmond Zoning Code (RZC) 21.08.070.A.

4. The City of Redmond Comprehensive Plan contains policies that promote a mix of residential units designed to meet County affordable housing targets (HO-2), encourage infill development (LU-6), ensure that new residential development blends with and helps maintain the existing character of the neighborhood subarea (N-WR-A-3), and promote attractive, friendly, safe, quiet, and diverse residential neighborhoods (LU-28) designed to be consistent with sustainable design standards, landscaping requirements, and

building design guidelines (HO-15). Planning Staff submitted that, as proposed and conditioned, the project would be consistent with applicable Comprehensive Plan goals and policies. *Exhibit 1.*

5. The subject property contains two single-family residences, which would be removed in conjunction with development of the site. Surrounding properties to the north, south, and west are zoned RIN and are developed with single-family residences. The properties to the east across 138th Avenue NE are zoned R-1 (Single-Family Constrained Residential) and developed with single-family residences. *Exhibits 1 and 1.1.*
6. The subject property does not contain any wetlands, streams, or wildlife habitat conservation areas that are regulated under the City's critical areas ordinance (CAO, RZC Chapter 21.64). The slopes on site range from zero to 15%. However, the land to the east of the subject property, in the location of the proposed maintenance access road, retaining wall, and outfall, contains steep slopes exceeding 40%, which are classified as a landslide hazard area under RZC 21.64.060.A.1.b. The distance between the nearest residential lot and the top of the landslide hazard slope to the east would be more than 120 feet. *Exhibits 1, 1.10, 1.11, and 8.*
7. According to development standards applicable to the RIN zone, the maximum base density (not including bonus units) is five dwelling units per acre, or 13 dwelling units for the 2.6-acre site. The proposed 14 dwelling units are permissible under the zoning ordinance because the project qualifies for one bonus dwelling unit for providing an affordable housing unit pursuant to RZC 21.20.030. *Exhibits 1 and 1.1; RZC 21.08.070.*
8. Per RZC 21.20.030.C, at least 10% of the units in new housing developments over 10 dwelling units must be designated affordable housing units (i.e., affordable to households earning 80% of the area median income adjusted for household size, spending no more than 30% of income on housing expenses). In this case, one affordable housing unit is required. The project would develop two fee simple lots containing two attached single-family units - Lots 7 and 8 - and Lot 7 is proposed to contain the unit that meets City Code requirements for affordable housing units.² *Exhibits 1 and 1.1; Greg Arms Testimony.*
9. The proposed lots have been designed to satisfy the bulk dimensional standards of the RIN zone. The average lot size would be 5,034 square feet (a minimum of 4,000 square feet is required), the lot width circle would be at least 40 feet (a minimum of 35 feet is required), and the minimum lot frontage would be 20 feet (a minimum of 20 feet is required). Building envelopes consistent with the minimum required setback standards are depicted on the plat map. Compliance with Willows-Rose Hill neighborhood

² The Technical Committee report incorrectly identifies Lot 6 as the affordable unit, and at least one plan in the record identifies Lot 8 as the affordable unit. In testimony, the Applicant confirmed that it is Lot 7, the smallest proposed lot, that would contain the unit consistent with affordable housing criteria. The Technical Committee report mentions a duplex; however, the units are two attached (shared wall) fee simple lots, and not a duplex. *Greg Arms Testimony.*

regulations requiring a minimum of 15 feet of building separation, a maximum lot coverage of 35%, front yard landscaping, and a minimum of 80 square feet of front structural/landscaping features such as porches, deck gardens and similar would be determined at the time of building permit review. *Exhibits 1 and 1.1; RZC 21.08.070; RZC 21.08.180.*

10. The Applicant has submitted an open space plan demonstrating compliance with the minimum 20% of lot area open space requirement of the RIN zone. The total open space would be 28,156 square feet, including 16,818 square feet within Tracts A and B. At least 16% of each lot's area would consist of private open space. *Exhibits 1 and 1.1.*
11. Redmond Zoning Code 21.72 requires that all healthy landmark trees and 35% of all healthy significant trees be retained.³ The subject property contains 10 healthy landmark trees and 147 healthy significant trees (157 regulated trees total). The Applicant proposes to remove six of the landmark trees, remove 90 of the significant trees, and impact four of the significant trees, resulting in an overall retention rate (not counting the impacted trees) of 36%. The tree retention plan provides for a grove of trees in the eastern portion of the site to protect existing trees on adjacent parcels from wind. The Applicant applied for and obtained Department of Planning and Community Development approval of landmark tree exception requests to remove the six landmark trees. Pursuant to RZC 21.72.080, removed significant trees are required to be replaced at a 1:1 ratio and removed landmark trees to be replaced at a 1:3 ratio. The Applicant proposes to meet the requirement through a combination of planting trees and paying a fee in lieu of planting if not all planting can be accomplished on site. *Exhibits 1.1, 1.8, and 1.9.*
12. The zoning code requires that new subdivisions provide landscaping along the perimeter of the site to soften the transition between new and existing dwelling units when the proposed dwellings are directly adjacent to developed lots or can be viewed from public streets or parks. *RZC 21.08.180.* The proposal includes perimeter landscaping to comply with the landscaping regulations. The City Technical Committee granted a deviation from the requirement with respect to a portion of the site perimeter that could not meet requirement while providing required utility maintenance access. *Exhibits 1 and 1.1.*
13. Access to the subdivision would be from 136th Avenue NE via a proposed new public road identified on the preliminary plat map as Road A. Access to individual lots would be from Road A. The 136th Avenue NE and Road A street frontages would be improved with sidewalks and planter strips. With respect to the segment of Road A fronting a parcel that is not part of the proposed development, a four-foot asphalt safe walk path would be installed in lieu of a five-foot sidewalk. Road A would include hammerhead turnarounds in two locations, including a fire turnaround in proposed Tract A, between Lots 4 and 5. City Staff submitted that the proposed design would provide for safe and

³ Pursuant to RZC 21.78, landmark trees are those that are greater than 30 inches in diameter at breast height and significant trees are those that are between six and 30 inches in diameter at breast height.

orderly traffic circulation and satisfy pedestrian safe walk route requirements. *Exhibits 1, 1.1, 4, 5, 6, and 7.*

14. The proposed subdivision is expected to generate 132 new average daily vehicle trips, including 10 new AM peak hour trips and 14 new PM peak hour trips. Traffic impacts would be mitigated through payment of mitigation fees assessed pursuant to Redmond Municipal Code (RMC) 3.10. *Exhibit 1; RMC 3.10.*
15. The subject site is within the Lake Washington School District. Students from the proposed plat would attend Twain Elementary School (0.67 mile southwest of subject property), Rose Hill Middle School (1.9 miles south of the subject property), and Lake Washington High School (2.1 miles southwest of subject property). Bus service would be provided to all three schools from bus stops located between 0.2 and 0.69 miles of the subject property. In addition, a safe walking route per RZC 21.17.010.F.2 would be provided between the subject property and Twain Elementary School. The Applicant would extend a four-foot wide asphalt walking path south from the subject property frontage on 136th Avenue NE to an existing pathway/sidewalk route commencing at 136th Avenue NE and NE 100th Street. School impacts would be mitigated through payment of mitigation fees assessed pursuant to RMC 3.10. *Exhibits 1 and 1.1; RMC 3.10; Ian Faulds Testimony.*
16. All lots within the subdivision would be connected to the municipal water system. Water system improvements would include extension of a water main through Road A from the existing main within 136th Avenue NE. *Exhibits 1 and 1.1.*
17. All lots within the subdivision would be connected to the municipal sewer system. Sewer system improvements would include installation of a new sewer main along the length of proposed Road A and along 138th Avenue NE, a private drive to the east of the site, and replacement of an existing sewer line within NE 100th Street. The Applicant has obtained a 30-foot easement to install the sewer main and construct the associated required 14-foot-wide maintenance access road within 138th Avenue NE. To support the access road, the Applicant proposes to construct an approximately 70-foot long and nine-foot tall retaining wall to the east of the road. A guardrail would be installed along the roadway. *Exhibits 1, 1.1 (see sheets TO-02, UT-02, and RD-02), 1.11, and 8.*
18. The 138th Avenue NE project area contains steep slopes exceeding 40% in gradient that meet the criteria for a regulated landslide hazard area as defined in RZC 21.64.060.A.1.b. Development is prohibited within landslide hazard areas, except for road and utility installation meeting the criteria for an Alteration of a Geologic Hazard Area permit contained in RZC 21.76.070. *Exhibits 1 and 8.*
19. There are no feasible alternatives to constructing the maintenance access road and retaining wall in the proposed location. Site topography requires that gravity-based utilities including the sewer and stormwater systems discharge to the east. Narrowing the road or shifting the improvements to the west would not be feasible due to the lack of vehicle turnaround, the limited space available for improvements, and additional slope

constraints. The proposed retaining wall would be located as close to the road as allowed by City regulations and the wall foundation would be stepped, if possible, to reduce alteration of the slope. *Exhibits 1 and 3; Exhibit 1.11, page 3.*

20. During a field investigation of the affected landslide hazard area, no indications of recent landslide activity were observed, and there were no seeps or springs observed on the slope face. The Applicant's geotechnical engineer provided recommendations for design and construction of the retaining wall, including recommendations with respect to drainage, and conducted a slope stability analysis to evaluate the impact of the proposed retaining wall on the landslide hazard area. His conclusion was that the slope would be stable under both static and seismic conditions. *Exhibit 1.11.* The City engaged the services of a third-party engineering firm (Aspect Consulting) to review the Applicant's analysis, and the firm recommended approval of the project. *Exhibits 8 and 8.B.*
21. Under current conditions, surface water runoff from the subject property flows offsite to the east. The Applicant proposes to construct a combined detention/wet vault within Tract B, at the eastern end of the subject property, to meet the water quality and flow control requirements of the City of Redmond Stormwater Management Technical Notebook and the Department of Ecology Stormwater Management Manual. The treated stormwater would be discharged to the east, to the existing stormwater conveyance system in 138th Avenue NE. *Exhibits 1.13 and 1.1 (see sheets RD-02 and SR-02).*
22. The City reviewed the proposal under the State Environmental Policy Act and issued a determination of non-significance (DNS) on July 20, 2020. *Exhibit 1.4.*
23. Notice of the open record public hearing was posted on site and online, published in the *Seattle Times*, and mailed to owners of property within 500 feet of the site on or before September 14, 2020. *Exhibits 1 and 1.5.*
24. Public comment on the application related primarily to tree removal/retention and the proposed safe walking paths along Road A and 136th Avenue NE. *Exhibits 1.3, 4, 5, and 6.* With respect to trees, there was concern about the health of trees proposed for retention, and about whether proposed tree removal would cause surrounding trees to be susceptible to wind damage. *Exhibit 1.3.* One member of the public questioned whether the project had been accurately represented at the various public engagement points. This commenter also sought confirmation that her property was not included in the proposal, future impacts to a specific offsite drainage swale, questions about a retaining wall due to proposed grade changes, concern that the off-site safe walk path would be poorly maintained and that it would impact three off site fruit trees, and generally sought certainty regarding impacts to her property. *Exhibits 4, 5, and 6.* The documents submitted in the record reflect that the Applicant's arborist has evaluated the health of the trees proposed for retention on multiple occasions, and recently revised the tree retention plan to address concerns regarding tree stability. *Exhibits 1 and 1.9; Bob Layton Testimony.* With respect to the recommended safe walking path, members of the public registered objection to it due to aesthetic and maintenance issues, as well as concerns that the paths would result in tree removal or drainage issues. *Exhibits 1.3, 4, 5, 6, and 7.*

City Staff submitted that the safe walk paths are required for the project's compliance with City code, and that with respect to 136th Avenue NE they wouldn't support deviation from the requirement due to pedestrian safety concerns, because otherwise students walking to school would be forced to walk in the street. The final design of the paths would be subject to compliance with City standards relating to width, slope, and drainage flow. Runoff from the Road A path would flow into an existing swale within the right-of-way, which would need to be sized to ensure that the runoff is contained within the right-of-way. *Exhibits 1.3, 4, 5, 6, and 7.*

25. The Technical Committee, comprised of staff from City of Redmond Planning, Public Works, and Fire Departments, reviewed the complete application and supporting materials for compliance with City regulations and the Comprehensive Plan. The Technical Committee recommended project approval subject to conditions. *Exhibit 1.* Applicant representatives waived objection to the recommended conditions. *Testimony of Ian Faulds and Greg Arms.*

CONCLUSIONS

Jurisdiction:

The Hearing Examiner is authorized to conduct open record hearings and issue decisions on Type III permits, including preliminary plat permit applications and alterations of geologic hazard areas, pursuant to RZC 21.76.050.C, Table 21.76.050B, and RZC 21.76.060.J.

Subdivision Criteria for Review:

Pursuant to RZC 21.74.030.B.1, the Examiner shall approve an application for subdivision if findings can be entered showing the following criteria are satisfied:

- a. The proposal complies with the general criteria applicable to all land use permits set forth in RZC 21.76.070.B, Criteria Applicable to All Land Use Permits;
- b. The proposal conforms to the site requirements for the zoning district in which the property is located;
- c. The proposal conforms to the requirements of this chapter;
- d. The proposed short subdivision, binding site plan, unit lot subdivision, or preliminary subdivision:
 - i. Makes adequate provision for streets, roads, alleys, other public ways, and transit stops as required by this chapter; and the proposed street system conforms to the City of Redmond Transportation Master Plan and Neighborhood Street Plan, and is laid out in such a manner as to provide for the safe, orderly, and efficient circulation of traffic;
 - ii. Will be adequately served with water, sewer, storm drainage, and other utilities appropriate to the nature of the subdivision or short subdivision;
 - iii. Makes adequate provision for parks, recreation, and playgrounds, as required by this chapter;

- iv. Makes adequate provision for schools and school grounds;
 - v. Makes adequate provisions for sidewalks and other planning features that meet the requirements of this chapter and that provide safe walking conditions for students who walk to and from school;
 - vi. Serves the public interest and makes appropriate provisions for the public health, safety, and welfare.
- e. Geotechnical considerations have been identified, and all hazards and limitations to development have been considered in the design of streets and lot layout to assure streets and building sites are on geologically stable soil, considering the stress and loads to which the soil may be subjected.

RZC 21.74.030.B.2 states that lack of compliance with the criteria set forth in subsection (1) of this section shall be grounds for denial of a proposed subdivision or short subdivision, or for the issuance of conditions necessary to more fully satisfy the criteria.

Alteration of a Geologic Hazard Area Criteria for Review:

Pursuant to RZC 21.76.070.E, the Examiner may approve an application for an alteration of a geologic hazard area only if the applicant demonstrates the following:

- a. There must be no reasonable alternative to locating in a Landslide Hazard Area. Alternative locations which would avoid impact to the Landslide Hazard Area must be shown to be economically or functionally infeasible.
- b. A geotechnical evaluation must be conducted to identify the risks of damage from the proposal, both on-site and off-site, and to identify measures to eliminate or reduce risks. The proposal must not increase the risk of occurrence of the potential geologic hazard.
- c. Impacts shall be minimized by limiting the magnitude of the proposed construction to the extent possible, any impacts must be eliminated or mitigated by repairing, rehabilitating, restoring, replacing, or providing substitute resources consistent with the mitigation and performance standards set forth in RZC 21.64.010.L and M.

Conclusions Based on Findings:

Subdivision

1. As conditioned, the proposal complies with the general criteria applicable to all land use permits, which include in relevant part consistency with the City's development regulations, the Comprehensive Plan, and SEPA. The proposal satisfies the City's tree retention/replacement standards and affordable housing requirements. With approval of the AGHA, the proposal satisfies the critical areas ordinance. The proposal is consistent with Comprehensive Plan policies that encourage infill development where utilities are available and the provision of affordable housing. Adequate public facilities and services would be available to the development. The City reviewed the project under SEPA and issued a DNS. *Findings 1, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, and 22.*
2. As conditioned, the proposal conforms to the requirements of the RIN zone. The proposed housing density is within the allowed range as modified through the affordable

housing incentive, and the proposed lots are consistent with the dimensional standards of the zone. Open spaces and landscaping consistent with ordinance standards would be provided. *Findings 7, 8, 9, 10, and 12.*

3. As conditioned, the proposal is consistent with the requirements of RZC 21.74, including requirements for easements, utilities, and streets. *Findings 13, 16, 17, and 25.*
4. As conditioned, the proposal makes adequate provision for streets. *Findings 12 and 13.*
5. As conditioned, the proposed subdivision would be adequately served by utilities, including stormwater management. *Findings 16, 17, and 21.*
6. As conditioned, the proposal makes adequate provision for parks, recreation, and playgrounds. Common open space would be provided in Tracts A and B and private open space would be provided within individual yards. *Finding 10.*
7. As conditioned, the proposal makes adequate provision for schools and school grounds. The proposed plat would be subject to a per-lot school impact fee. *Finding 15.*
8. As conditioned, the proposal makes adequate provisions for sidewalks and safe walking conditions for students. Although there was objection from neighbors regarding the safe walk paths, the requirement is consistent with both City and state law, and the safety benefit outweighs aesthetic concerns. To require full sidewalk improvements along the entire walking route would be disproportionate to the impacts of the proposed 14-lot development. *Findings 15 and 24.*
9. As conditioned and with approval of the AGHA, the proposal serves the public interest and makes appropriate provisions for the public health, safety, and welfare. The tree retention plan is responsive to safety concerns. The conditions of approval address fire department requirements. The Applicant will be required to pay impact fees for fire, parks, schools, and transportation per RMC 3.10. Based on analysis by geotechnical engineers, the proposed off-site utility maintenance access road, retaining wall, and drainage improvements are not expected to adversely affect the landslide hazard slopes. *Findings 6, 11, 13, 14, 15, 16, 17, 20, 21, 24, and 25.*
10. Geotechnical considerations were professionally reviewed, and limitations to development were considered in the design of the project. The Applicant has applied for an AGHA to address landslide hazards within the proposed off-site utility corridor. On site, there are no geotechnical limitations to development. *Findings 6, 18, 19, and 20.*

Alteration of a Geologically Hazardous Area

11. There is no reasonable alternative to locating the maintenance access road, retaining wall, and wall drain outfall in a landslide hazard area, as alternatives that would avoid the landslide hazard area would be functionally infeasible. *Finding 19.*

- 12. A geotechnical evaluation was conducted, which evaluated the risk of damage from the proposal. The conclusion of the review was that the slope would be stable under static and seismic conditions. *Finding 20.*
- 13. The project has been designed to minimize impacts. *Finding 19.*

DECISIONS

Based on the preceding findings and conclusions, the requests for approval of a preliminary plat to subdivide 2.6 acres into 14 single-family residential lots and two tracts and of a permit for alteration of a geologic hazard area to construct a utility maintenance access road, an associated retaining wall, and a wall drain outfall, are **GRANTED** subject to the conditions below.

A. Site Specific Conditions of Approval

The following table identifies those materials that are approved with conditions as part of this decision.

Item	Date Received	Notes
Plan Set	6/5/19	<i>and as conditioned herein.</i>
SEPA Checklist	6/23/20	<i>and as conditioned herein.</i>
Conceptual Landscaping Plan	6/5/19	<i>and as conditioned herein.</i>
Conceptual Lighting Plan	6/5/19	<i>and as conditioned herein.</i>
Stormwater Design	6/5/19	<i>and as conditioned herein.</i>

The following conditions shall be reflected on the Civil Construction Drawings, unless otherwise noted:

1. Development Engineering - Transportation and Engineering

Reviewer: Min Luo, Senior Engineer

Phone: 425-556-2881

Email: mluo@redmond.gov

- a. **Easements and Dedications.** Easements and dedications shall be provided for City of Redmond review at the time of civil construction drawing approval and finalized upon recording of the final plat subdivision. The existing and proposed easements and right-of-way shall be shown on the civil construction plans and final plat documents. Prior to acceptance of the right(s) of way and/or easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated.
 - i. Easements are required as follows:
 - a) A 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on the east side of 136th Avenue NE along the development’s frontage.

- b) A 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along the right-of-way on the north side of “Road A” along the development’s frontage.
- c) A 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along the right-of-way on the south side of “Road A” along the development’s frontage.
- d) At the time of construction, additional easements may be required to accommodate the improvements as constructed.

ii. Dedications for right-of-way are required as follows:

- a) New right-of-way lines joining at the northeast corner of the intersection of 136th Avenue NE and “Road A” shall connect with a 25-foot radius, or with a chord that encompasses an equivalent area at the northeast corner. The area formed by this radius or chord shall also be dedicated as right-of-way.
- b) A strip of land 53 feet wide shown as “Road A” between 136th Avenue NE and approximately the driveway access to Lot 13 in the Site Plan prepared by LDC, signed on June 11, 2020, shall be dedicated as right-of-way.
- c) A strip of land 27 feet wide shown as half street of “Road A” between approximately the driveway access to Lot 13 and to the east lot line of Lot 14 in the Site Plan prepared by LDC, signed on June 11, 2020, shall be dedicated as right-of-way.

Code Authority: RZC 21.52.030.G; RMC 12.12

- b. Construction Restoration and Street Overlay.** In order to mitigate damage due to trenching and other work on 136th Avenue NE, the asphalt street shall be planed, overlaid, and/or patched, per COR SD 202 or 203. If the Pavement Condition Index (PCI) of the existing pavement is below 70 (as determined by the City’s bi-annual pavement survey), the development shall be required to plane and overlay the entire half street along the project frontage at a minimum as determined by the Traffic Operations and Safety Engineering Division in Public Works. Contact Paul Cho at 425-556-2751 with questions.

Code Authority: RMC 12.08; Redmond Standard Specifications & Details

c. Street Improvements

- i. The frontage along 136th Avenue NE must meet current City Standards, which includes asphalt paving 11 feet, three-foot thickened edge or concrete ribbon curb measured from the right-of-way centerline, 10-foot drainage swale, five-foot wide concrete sidewalk, storm drainage, streetlights, street signs and underground utilities including power and telecommunications. The minimum pavement depths for the street section shall consist of:
 - Seven-inches of HMA Class ½” PG 64-22
 - Four-inches of 1-1/4 inch minus crushed rock base course per WSDOT

- Standard Spec 9-03.9(3)
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Super elevated 2% sloped to drain system

Code Authority: RZC 21.52.030; 21.17.010; RMC 12.12; RZC 21 Appendix 2; Redmond Standard Specifications & Details

ii. The frontage along “Road A” approximately between STA 12+20.00 and STA 14+67.00 must meet current City Standards, which includes asphalt paving 22 feet, three-foot thickened edge or concrete ribbon curb on each side, 10-foot drainage swale and five-foot concrete sidewalk on the south side and a five-foot planter and a five-foot wide concrete sidewalk on the north side, storm drainage, street lights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:

- Seven-inches HMA Class ½” PG 64-22
- Four-inches of 1-1/4 inch minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Super elevated 2% sloped to drain system

Code Authority: RZC 21.52.030; 21.17.010; RMC 12.12; RZC 21 Appendix 2; Redmond Standard Specifications & Details

iii. The frontage along “Road A” approximately between the Driveway to Lot 13 and to the east lot line of Lot 14 must meet current City Standards, which includes asphalt paving nine feet, three-foot thickened edge or concrete ribbon curb, 10-foot drainage swale and five feet wide concrete sidewalk on the south side, storm drainage, street lights, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:

- Seven-inches HMA Class ½” PG 64-22
- Four-inches of 1-1/4 inch minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Super elevated 2% sloped to drain system

Code Authority: RZC 21.52.030.F; RZC 21 Appendix 2; Redmond Standard Specifications & Details; RCW 47.24.020

- iv. The on-site vault access and off-site maintenance access meet current City Standards Specifications and Details DG 11, which includes asphalt paving 14 feet for the off-site maintenance access and asphalt paving 16 feet for the vault access, two-foot gravel shoulder on each side of the vault access and the off-site maintenance access. The minimum pavement section for the on-site vault access and the off-site maintenance access shall consist of:
- Nine-inches HMA Class ½” PG 64-22
 - Four inches of 1-1/4 inch minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
 - Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
 - Super elevated 2% sloped to drain system
- v. A separate 40-scale channelization plan may be required for any public street being modified or constructed. The plan shall include the existing and proposed signs, striping and street lighting and signal equipment for all streets adjacent to the site and within at least 150 feet of the site property line (both sides of the street). The plan shall conform to the requirements in the City of Redmond Standard Specifications and Details Manual.

Code Authority: RZC 21.52.030.F; RZC 21 Appendix 2; Redmond Standard Specifications & Details; RCW 47.24.020

- vi. Sidewalks constructed to City standard are required at the following locations:
- Five-foot concrete sidewalks on the east side of 136th Avenue NE along the development’s frontage
 - Five-foot concrete sidewalks on both sides of “Road A” along the development’s frontage
 - Four-foot asphalt safe walk path on the south side of “Road A” along the Parcel 1246700333 frontage and on the east side of 136th Avenue NE between “Road A” and NE 100th Street.

Code Authority: RZC 21.10.150; RZC 21.17.010; RZC 21.52.050; RMC 12.12

Access Improvements

- i. The type and location of the proposed site accesses are approved as shown on the Garbarino site plan prepared by LDC on June 11, 2020.

Code Authority: RZC 21.52.03.E; RZC 21 Appendix 2

- ii. Direct vehicular access to 136th Avenue NE will not be permitted. This restriction shall be indicated on the civil construction plans and other final documents.

Code Authority: RZC 21.52.030.E; RZC 21 Appendix 2

Underground Utilities. All existing aerial utilities shall be converted to underground along the street frontages and within the development. All new utilities serving the development shall be placed underground.

Code Authority: RZC 21.17.020; RZC 21 Appendix 2 – A.11

- d. **Street Lighting.** Illumination of the street(s) along all property frontages must be analyzed to determine if it conforms to current City standards. Streetlights may be required to illuminate the property frontage. Luminaire spacing should be designed to meet the specified criteria for the applicable lamp size, luminaire height and roadway width. Contact Hidemi Tsuru, Traffic Operations at (425) 556-2749 with questions. The street lighting shall be designed using the criteria found in the City’s Illumination Design Manual which can be accessed at:

<https://www.redmond.gov/862/Transportation-Documentation-Library>

Provide a photometric analysis with all calculation points shown for the roadway. Adjust proposed streetlight locations and/or change the pole style, height and streetlight fixture type to achieve target light levels at the intersection of 136th Avenue NE and “Road A” per City standards.

Code Authority: RZC 21.52.030.F; RZC 21 Appendix 2

- e. **Safe Walking Route(s).** The Redmond Zoning Code requires that safe pedestrian linkages be provided between new developments and public facilities. The proposed subdivision is within a one-mile walking radius of the Mark Twain Elementary School. An interim four feet asphalt safe walk path on the south side of “Road A” along the Parcel 1246700333 frontage and along the east side of 136th Avenue NE between “Road A” and NE 100th Street, shall be provided.

Code Authority: RCW 58.17.060; RZC 21.17.010.F.2.; RZC 21 Appendix 2; RZC 21.52.030; RZC 21.74.020.I

2. Development Engineering – Water and Sewer

Reviewer: Zheng Lu, Senior Utility Engineer

Phone: 425-556-2844

Email: zlu@redmond.gov

- a. **Water Service.** Water service will require a developer extension of the City of Redmond water system as follows:
- An eight-inch ductile iron water main shall be extended through “Road A” (Public Road) from the existing eight-inch water main along 136th Ave. NE. This water main will be terminated at the property line in front of Lot 8. All water main is to be located under the paved road.
 - There will be 14 single water services, one for each lot. One additional water meter may be required for HOA irrigation purpose.

- Two fire hydrants shall be installed along “Road A”.
- A blow off device shall be installed in the end of the water main to the east.
- Water main, fire hydrant, services including water meter boxes, blow off device are all located within City’s right-of-way. No additional easement will be required.

Code Authority: RZC 21.74.020.D

b. Sewer Service. Sewer service will require a developer extension of the City of Redmond sewer system as follows:

On site sewer:

- An eight-inch PVC sewer main shall be constructed along “Road A” almost the entire length towards 136th Avenue NE. This sewer will serve 14 development lots.
- The applicant will get a five-foot wide sewer easement along south side of neighboring Lot (parcel# 1246700300) property line in order to maintain minimum 10 feet sewer easement in north side of sewer main in accordance with the City of Redmond Design Requirements.
- From the east property line of Lot 8, the “Road A” becomes narrow, a minimum 18 feet wide utility access road must be built for City Vector Truck to access and turnaround using hammer head on top of the storm detention vault.

Offsite sewer:

- About 488 LF of eight-inch sewer main shall be constructed along 138th Ave NE within 30 feet of the existing City utility easement. The sewer main will be located at east side of the existing eight-inch water main with a minimum 10-foot separation.
- Three new 48-inch diameter manholes shall be installed in private land within the existing 30-foot wide existing city utility easements. All manholes must be accessible for city’s vector truck.
- About 132 LF of the existing 8-inch PVC sewer main and 125 LF of the existing 10-inch HDPE sewer main along NE 100th Street shall be replaced.
- The existing manholes (2D3SMH580 and 2D3SMH582) shall be replaced and deepened.
- A 14-foot wide paved sewer access road shall be built along the entire length of the sewer main along 138th Ave. NE with two-foot wide gravel shoulder in both side of access road in accordance with Standard Detail DG11. At intersection of NE 100th Street and 136th Ave. NE, a hammerhead turnaround area must be all paved and the street curb shall be constructed in south and east side of hammerhead.

Code Authority: RZC 21.74.020.D

- c. **Easements.** Easements shall be provided for all water and sewer improvements as required in the Design Requirements for Water and Sewer System Extensions. Easements for the water and sewer mains shall be provided for City of Redmond review at the time of construction drawing approval. Off-site easements must be recorded prior to construction drawing approval.

Code Authority: RZC 21.74.020.C, Appendix 3
Condition Applies: Civil Construction and Short Subdivision Document

- d. **Reimbursement Agreement.** Portions of this extension may benefit other properties and meet the criteria to be eligible for a reimbursement agreement. In order to be eligible for reimbursement, the City must have received a completed reimbursement agreement application prior to approval of civil drawings and the agreement must be fully executed, by the City, prior to commencement of construction of the facility.

Code Authority: RMC 13.12
Condition Applies: Prior to Pre-Construction Meeting

- e. **Permit Applications.** Water meter and side sewer applications shall be submitted for approval to the Development Engineering Utility Division. Permits and meters will not be issued until all improvements are constructed and administrative requirements are approved. Various additional guarantees or requirements may be imposed as determined by the Utilities Division for issuance of meters and permits prior to improvements or administrative requirements being completed. All stub fees shall be paid prior to sale of water and side sewer permits.

Code Authority: RMC 13.08.010, 13.12
Condition Applies: Prior to Permit Purchase

- f. **Reimbursement Fees:** Reimbursement fees for connection of sewer are required in the amount of \$8,266.44. These fees are due prior to issuance of Site Permit or other city permits, which allows connection to any sewer or water facility.

Code Authority: RMC 13.12.120
Condition Applies: Prior to Permit Issuance

3. Development Engineering – Stormwater/Clearing and Grading

Reviewer: Cindy Wellborn, Senior Engineer

Phone: 425-556-2495

Email: cwellborn@redmond.gov

- a. **Water Quantity Control:**
 - i. Stormwater discharges shall match the developed discharge duration to the predeveloped duration for the range of predeveloped discharge rates from

- 50% of the 2-year peak flow up to the full 50-year flow. Detention shall be provided in a publicly maintained combination detention/wet vault.
- ii. Provide for overflow routes through the site for the 100-year storm.

Code Authority: RZC 21.74.020.D; RMC 15.24.080.9

b. Water Quality Control

- i. Basic water quality treatment shall be provided in a publicly maintained combination detention/wet vault. Treatment is required for the six-month, 24-hour return period storm.

Code Authority: RZC 21.74.020.D; RMC 15.24.080.8

c. Public Stormwater Easements. Easements will be required for any public stormwater conveyance systems on private property. Easements shall be provided for City of Redmond review at the time of construction drawing approval and finalized for recording prior to issuance of a building permit or issuance of water meter or side sewer permits. The existing and proposed easements shall be shown on the civil plans. Prior to acceptance of the easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated.

- i. A variable-width storm drainage easement, granted to the City of Redmond, encompassing the entirety of “Tract B” as shown on the plans prepared by LDC dated 10/29/2019.

Code Authority: RZC 21.74.020.C

d. Private Stormwater Easements. Private stormwater easements will be required where drainage systems are located across adjacent properties and will remain under private ownership. Maintenance of private drainage systems will be the responsibility of the property owners benefiting from the easement. Prior to construction drawing approval and final short subdivision recording, fully executed and recorded easements shall be provided to the Development Engineering Division.

Code Authority: RZC 21.74.020.C

Condition Applies: Civil Construction and Short Subdivision Document

e. Clearing and Grading.

- i. Connect the combination detention/wet vault discharge pipe to the existing public storm pipe in 138th Avenue NE

Code Authority: RMC 15.24.080

f. Temporary Erosion and Sediment Control (TESC).

- i. Rainy season work permitted October 1st through April 30th with an approved Wet Weather Plan.

Code Authority: RMC 15.24.080

g. Floodplain Management. The project does not lie within a designated FEMA flood hazard zone.

Code Authority: RZC 21.64.010 and 21.64.040

h. Landscaping.

- i. For the developed site conditions, all landscape areas and all lawn areas within the project site are required to have compost amended soils. See City or Redmond Standard Detail 632 and City of Redmond Specification 9-14 for requirements

Code Authority: RZC 21.32

i. Department of Ecology Notice of Intent Construction Stormwater General Permit. Notice of Intent (NIO) must be submitted to the Department of Ecology (DOE) at least 60 days prior to construction on a site that disturbs an area of one acre or larger. Additional information is available at: www.ecy.wa.gov/pubs/0710044.pdf.

Code Authority: Department of Ecology Rule
Condition Applies: Prior to Commencement of Construction

4. Fire Department

Reviewer: Scott Turner, Assistant Fire Marshall

Phone: 425-556-2273

Email: sturner@redmond.gov

The current submittal is generally adequate for the Garbarino Preliminary Plat approval but does not fully represent compliance with all requirements. The following conditions are integral to the approval and shall be complied with in Civil Drawings, Building Permit Submittals, Fire Code Permit submittal, and/or other applicable processes:

- a.** Site Plan Condition – Required access not in a public way shall be in a recorded Emergency Vehicle Access Easement and depicted on the plan. This includes, but is not limited to, “Road A”, fire turnaround.
- b.** Fire Protection Plan - All new homes require approved fire sprinkler systems in accordance with NFPA 13d and RFD Standard 5.00.

- c. Change or Modification - All new fire hydrants shall be provided with wooden guard posts in accordance with Standard Detail 712. Locations of guard posts shall be depicted on both the Water and Fire Plans.
- d. Fire Code Permit - Separate fire installation permits are required for fire sprinkler systems and shall be obtained during the building permit process.

Code Authority: RMC 15.06; RZC Appendix 3, RFD Standards, RFDD&CG

5. Planning Department

Reviewer: Ben Sticka, Senior Planner

Phone: 425-556-2470

Email: bsticka@redmond.gov

- a. **Street Trees.** The following street trees are required to be installed in accordance with RZC 21.32.090 and Standard Detail 907. The minimum size at installation is 2 ½ inch caliper with CU-Structural Soil.

Street	Species	Spacing
136 th Avenue NE & “Road A”	Chanticleer Flowering Pear (Pyrus calleryana 'Chanticleer')	30 feet on-center

Code Authority: RZC 21.32.090

- b. **Tree Preservation Plan.** A Tree Preservation Plan depicting all significant and landmark trees required to be preserved or replaced as part of the site development must be provided with the civil construction drawings.

Code Authority: RZC 21.72.060.D

- c. **Tree Health Assessment.** An updated tree health assessment shall be provided during the Civil review process.

Code Authority: RZC 21.32

- d. **Setbacks.** Setback classifications (e.g. front, side, side street, rear) shall be noted on each lot corresponding to the appropriate location for each setback. The setback dimensions shall not be included.

Code Authority: RZC 21.08.170.H

Condition Applies: Building Permits and Final Plat documents

- e. **Residential Architectural, Site, and Landscape Design.** All single-family building permits associated with the Plat shall be reviewed by the Department of Planning and Community Development for conformance with the Residential architectural, site and landscape design requirements. Please see Building Permit User Guide condition for additional information.

Code Authority: RZC 21.08.180.B
Condition Applies: Building Permit

- f. **Planting Standards.** Landscaping shall be coordinated with water/sewer lines and fire hydrants/connections. Trees shall be planted a minimum of eight feet from the centerline of any water/sewer lines, unless otherwise approved and provisions provided. Shrubs shall be planted to maintain at least four feet of clearance from the center of all fire hydrants/connections.

Code Authority: RZC 21.32.080

- g. **Open Space.** The proposal includes both lot-by-lot and development-wide calculations in-order to meet the minimum open space requirements. Each lot shall include a minimum of 10 percent of total lot square footage in open space. Open space for the benefit of the entire development must be contiguous, designed for recreation, and not have a dimension less than 25 feet. Required open space shall be illustrated on the final subdivision document.

Code Authority: RZC 21.08.170.L.2.a
Condition Applies: Building Permits and Final Plat Document

- h. **Impact Fees: Fire, Parks, School & Transportation.** For the purpose of Impact Fees, the use assigned for this project has been determined as single-family. Two existing single-family homes: one at 570 s.f. and one at 3,390 s.f. classified as single-family use may be credited at time impact fee calculation during building permit review. If the proposed development is eligible for any additional credits including right-of-way dedication and system improvements, these additional credits will be assessed and provided after construction, dedication or implementation is completed and accepted by the City.

Code Authority: RMC 3.10
Condition Applies: Building Permit

- i. **Bonds.** Bonds for Landscaping, Tree Preservation and Tree Replacement bonds shall be submitted no less than five days prior to request for Mylar signatures. Drafts of the Bond Agreements, Bond quantity Worksheets and Bond Calculation Worksheets shall be submitted at the time of Civil

Construction Application. If not provided at time of CCR submittal, entire submittal will be rejected for intake.

Code Authority: RZC 21.76.090.F

- j. Building Permit Submittal.** Items listed within the *Building Permit User Guide—Planning* shall be provided and remain code compliant at the time of building permit submittal. All tables, associated information, and submittal items shall be completed per the required formatting. The *Intake Requirements Overview and Signature Page*, Arborist Report (for in-fill lots), Tree Preservation Plan (for active plats), and a copy of the recorded final plat shall be provided no less than TWO business days prior to permit application submittal. If these requirements are not met and provided at the designated time per the building permit application submittal, your submittal will be rejected.
- k. Affordable Housing.** The Garbarino Preliminary Plat shall demonstrate conformance with the Affordable Housing Regulations in RZC 21.20.050 by providing one affordable unit. An agreement in a form approved by the City must be recorded with the King County Recorder’s Office to stipulate conditions under which the required affordable housing unit will remain as affordable housing for the life of the development. This agreement shall be a covenant running with the land, binding on the assigns, heirs, and successors of the applicant. Prior to the issuance of any building permit, the owner shall sign any necessary agreements with the City to implement these requirements. Applicant shall initiate contract by contacting Human Services and Long-Range Planning staff.

Code Authority: RZC 21.20.050

Condition Applies: Building Permit

- l. Archeological and Historical Preservation.** The applicant shall provide a copy of the standard Inadvertent Discovery Plan on-site during all ground disturbing and construction related activities. This will ensure that all Federal and State laws are adhered to and managed in the event of any inadvertent discovery that may occur.

Code Authority: RZC 21.30.070.D

Condition Applies: Civil Construction & Building Permit

- m. Construction Parking Requirements and Contact Information** A sign shall be posted on-site visible to the public throughout the duration of all construction activity per the Construction Contact Sign Handout. Construction activities consist of all site work including, but not limited to grading, landscaping, infrastructure and building permit related construction. Applicant and contractor shall work with city planner prior to mylar signing to

determine location(s) of sign(s). Contact information shall remain up-to-date and visible at all times. The assigned city planner shall be notified within two business days when contact person has been changed and a picture of the updated sign shall be e-mailed. Construction Parking requirements for the project shall be denoted on the bottom portion of the sign per handout instructions.

Code Authority: RZC 21.76.070.B.3.a.ii.A; Comprehensive Plan TR-19
 Condition Applies: Civil Construction & Building Permit

B. Compliance with City of Redmond Codes and Standards

This approval is subject to all applicable City of Redmond codes and standards, including the following:

Transportation and Engineering

RMC 6.36:	Noise Standards
RZC 21.52:	Transportation Standards
RZC 21.40.010.E:	Design Requirements for Parking Facilities
RZC 21.54:	Utility Standards
RMC 12.08:	Street Repairs, Improvements & Alterations
RMC 12.12:	Required Improvements for Buildings and Development
RMC 12.16:	Highway Access Management
RZC 21.76.100.F.9.c:	Nonconforming Landscaping and Pedestrian System Area
RZC 21.76.020.G:	Site Construction Drawing Review
RZC 21.76.020.H.6:	Preconstruction Conference
RZC 21.76.020.H.7:	Performance Assurance
RZC Appendix 3:	Construction Specification and Design Standards for Streets and Access
City of Redmond:	Record Drawing Requirements, July 2015
City of Redmond:	Standard Specifications and Details (current edition at the time of this approval conditions)

Water and Sewer

RMC 13.04:	Sewage and Drainage
RMC 13.07:	Wellhead Protection
RMC 13.08:	Installing and Connecting Water Service
RMC 13.10:	Cross-Connection and Backflow Prevention
RMC 13.25:	Temporary Construction Dewatering
RZC 21.17.010:	Adequate Public Facilities and Services Required
RZC Appendix 4:	Design Requirements for Water and Wastewater System Extensions
City of Redmond:	Standard Specifications and Details (current edition at the time of this approval conditions)
City of Redmond:	Design Requirements: Water and Wastewater System Extensions - January 2012.

Stormwater/Clearing and Grading

RMC 15.24:	Clearing, Grading, and Storm Water Management
RZC21.64.060.C:	Planting Standards
RZC 21.64.010:	Critical Areas
RZC 21.64.040:	Frequently Flooded Areas
RZC 21.64.050:	Critical Aquifer Recharge Areas
RZC 21.64.060:	Geologically Hazardous Areas
City of Redmond:	Standard Specifications and Details (current edition at the time of this approval conditions)
City of Redmond:	Stormwater Technical Notebook, Issue No. 8, April 1 st , 2019
Department of Ecology:	Stormwater Management Manual for Western Washington (amended December 2014)

Fire

RMC 15.06:	Fire Code
RZC Appendix 3:	Construction Specification and Design Standards for Streets and Access
City of Redmond:	Fire Department Design and Construction Guide 5/6/97
City of Redmond:	Fire Department Standards

Planning

RMC 3.10	Impact Fees
RZC 21.32, 21.72:	Landscaping and Tree Protection
RZC 21.40:	Parking Standards
RCZ 21.64:	Critical Areas

Building

2015 International Building Codes (IBCs)
2015 Uniform Plumbing Code
2015 International Residential Code (IRC)

DECIDED October 23, 2020.

By:



Sharon A. Rice
City of Redmond Hearing Examiner

Note: Type III decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided in RZC 21.76.060.J.

1 **BEFORE THE HEARING EXAMINER**
2 **FOR THE CITY OF REDMOND**

3
4 In the Matter of the Application of) NO. LAND-2015-02248
5) NO. LAND-2020-00502
6)
7 Garbarino Plat) PRELIMINARY PLAT AND ALTERATION
8) OF GEOLOGICALLY HAZARDOUS AREAS

9 _____ CERTIFICATE OF SERVICE

10 CERTIFICATE OF SERVICE

11
12 I HEREBY CERTIFY that on this 23rd day of October, 2020, a true and correct copy of the Findings,
13 Conclusions and Decision in the Matter of the Application of **GARBARINO PLAT, LAND-2015-**
14 **02248 AND LAND-2020-00502** for approval of a Preliminary Plat and Alteration of Geologically
15 Hazardous Areas was sent via email to the Staff Planner and via United States Postal Service first class
16 mail to the Parties of Record with adequate postage prepaid.

17
18
19 October 23, 2020

20 _____
21 Date

22
23 
24
25 _____

26
27 Cheryl Xanthos
28 City Clerk, MMC
29 City of Redmond, Washington

30
Certificate of Service
City of Redmond Hearing Examiner
GARBARINO PRELIMINARY PLAT AND
ALTERATION OF GEOLOGICALLY HAZARDOUS
AREAS
LAND-2015-02248, LAND-2020-00502
Page 1

City of Redmond
Office of the Hearing Examiner
P.O. Box 97010
Redmond, WA 98073-9710



Memorandum

Date: 6/4/2024
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-262
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
Planning and Community Development	Seraphie Allen	425-556-2450

DEPARTMENT STAFF:

Planning and Community Development	Michael Hintze	Transportation Planning Manager
Planning and Community Development	Josh Mueller	Senior Transportation Strategist
Planning and Community Development	Francesca Liburdy	Senior Transportation Planner

TITLE:

Transportation Master Plan Status Update

OVERVIEW STATEMENT:

In collaboration with the Comprehensive Plan Update, Redmond 2050, the City is working on updating the Transportation Master Plan (TMP). The TMP is the functional strategic plan that guides transportation investment and activities to support the Comprehensive Plan vision. This status update will include an outline of the plan, an updated workplan for TMP completion, an overview of the ongoing community engagement calendar, and work currently underway supporting the TMP, including the SS4A Safety Action Plan.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - **Redmond 2050, FW-TR-1:** Plan, design, build, operate, and maintain a safe transportation system that advances an equitable, inclusive, sustainable, and resilient community by providing for the mobility and access needs of all.
 - **Redmond 2050, FW-TR-2:** Maintain the transportation system in a state of good repair for all users
 - **Redmond 2050, FW-TR-3:** Complete the accessible and active transportation, transit, freight, and street networks identified in the Transportation Master Plan in support of an integrated and connected transportation system.

- **Redmond 2050, FW-TR-4:** Plan, design, build, operate, and maintain a transportation system that supports the City’s sustainability principles.
- **Redmond 2050, FW-TR-5:** Influence regional transportation decisions and leverage regional transportation investments in support of Redmond’s transportation policy objectives.
- **Redmond 2050, FW-EV-2:** Support policies that contribute to a high quality of life in Redmond, such as career and education opportunities, housing, transportation, and recreation choices, as well as a healthy natural environment.
- **Redmond 2050, FW-LU-2:** Ensure that the land use pattern in Redmond meets the following objectives:
 - Reflects the community values of sustainability, resilience, and equity and inclusion;
 - Advances sustainable land development and best management practices and a high-quality natural environment;
 - Promotes development sufficiently away from environmentally critical areas;
 - Encourages a mix of uses that create complete neighborhoods ;
 - Maintains and enhances an extensive system of parks, trails, and open space;
 - Supports and encourages flexible places for a resilient and adaptive economy that includes a mix of research, retail, health, technology, and manufacturing uses;
 - Ensure the siting and delivery of public infrastructure and community services to support preferred land use pattern; and
 - Promotes sufficient density for development pattern and urban design that enable people to readily use a variety of accessible and active forms of travel including but not limited to walking, rolling, bicycling, transit.
- **Redmond 2050, FW-CR-1:** Develop partnerships and programs to rapidly and equitably reduce greenhouse gas emissions and create a thriving, climate resilient community.

● **Required:**

N/A

● **Council Request:**

The TMP will be adopted by Council in its entirety when complete.

● **Other Key Facts:**

N/A

OUTCOMES:

The Transportation Master Plan document has not been updated since 2013. Once updated the Transportation Master Plan will communicate the strategies, actions, and programs to implement the policies of the Comprehensive Plan and achieve current City priorities as they related to the transportation system.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

● **Timeline (previous or planned):**

- Capital Projects Ideas Mapping, Spring 2020
- Routes to Rails Community Engagement Campaign, February-June 2023
- Derby Days Questionnaire (seeking feedback about how community members would plan to access future light rail stations without a car), July 2023
- City of Redmond Parking Questionnaire, March-April 2024

- Sound Transit 2 Line Opening, April 2024
- Safer Streets for All (SS4A) Action Plan Community Road Safety Assessment, May 2024
- Redmond Pedestrian & Bicycle Advisory Committee (PBAC) Transit Open House, May 2024
- Bike Everywhere Day, May 2024
- Safer Streets for All (SS4A) Action Plan Staff Road Safety Assessment and Debrief Workshop, May-June 2024
- Overlake Open Streets Festival, June 2024
- Derby Days Festival, July 2024
- Downtown Redmond Open Streets Festival, August 2024
- **Outreach Methods and Results:**
Surveys, Questionnaires, Listening Sessions, Community Discussions
- **Feedback Summary:**
While the community engagement process is still ongoing, some preliminary results are as follows:
 - Overall community interest in first/last mile connections to the existing and future transit network
 - Interest and desire for more multimodal connections to the existing and future transit network, specifically via pedestrian and bicycle modes
 - Desire for more bicycle infrastructure connecting Redmond to neighboring communities, including Kirkland and Bellevue
 - Desire for more education about and awareness of public transit programs, especially King County Metro programs such as Community Van and Metro Flex

BUDGET IMPACT:

Total Cost:
\$400,000 in one-time funding was provided to support the TMP update.

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

Budget Offer Number:
000343 - Mobility of People and Goods

Budget Priority:
Vibrant and Connected

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

If yes, explain:
N/A

Funding source(s):
General Fund, Grant

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/7/2023	Committee of the Whole - Planning and Public Works	Provide Direction
3/28/2023	Study Session	Receive Information
6/6/2023	Committee of the Whole - Planning and Public Works	Provide Direction
6/13/2023	Study Session	Receive Information
11/6/2023	Committee of the Whole - Planning and Public Works	Receive Information
11/14/2023	Study Session	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/16/2024	Business Meeting	Receive Information
8/13/2024	Study Session	Receive Information

Time Constraints:

Transportation components that are mandatory for Comprehensive Plan have been included in the appendices of the Transportation Element of Redmond 2050. These components will be brought into the TMP, and in many cases, expanded upon with more specific policies and strategies. Council direction on draft policies/strategies and ultimate adoption of the TMP will allow staff to move forward with implementation efforts in a timely manner.

ANTICIPATED RESULT IF NOT APPROVED:

This Study Session is for informational purposes and no direction is required at this time.

ATTACHMENTS:

- Attachment A - Issues Matrix (Pending; updating for upcoming Staff Report)
- Attachment B - Presentation (Pending; in progress)