

City of Redmond



Agenda

Tuesday, June 7, 2022

4:30 PM

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

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralee Anderson

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

AGENDA

ROLL CALL

1. Approval of Road Closure (Cleveland Street West of Leary Way and East of Brown Street) for Concrete Restoration [CM 22-386](#)
Department: Public Works, 5 minutes
Requested Action: Consent, June 21st

2. Approve Consultant Agreement for Pavement Management-Avondale Road in the Amount of \$351,097 [CM 22-385](#)
[Attachment A: Consultant Agreement](#)
[Attachment B: Vicinity Map](#)
Department: Public Works, 5 minutes
Requested Action: Consent, June 21st

3. Approve General Services Agreement with Technical Systems Inc. (TSI) in the Amount of \$3,581,143 for the Telemetry System Upgrade, Phases 2 and 3 Project and increase the total funding for this Project from \$2,445,000 to \$5,205,057 from the Water CIP [CM 22-387](#)
[Attachment A: Vicinity Map](#)
[Attachment B: Additional Project Information](#)
[Attachment C: TSI General Services Agreement](#)
[Attachment D: BHC Email RE: TSI Cost Proposal](#)
Department: Public Works, 5 minutes
Requested Action: Consent, June 21st

4. Award of Bid for IFB 10755-22 to Technical Waterproofing, Inc. of Seattle, Washington in the Amount of \$360,104.07 for the Redmond City Hall Exterior Sealant Project [CM 22-388](#)
[Attachment A: IFB 10755-22 Bid Submittal - Technical Waterproofing Inc.](#)
[Attachment B: Scope of Work](#)
[Attachment C: City of Redmond Standard Terms and Conditions](#)
Department: Parks and Recreation, 5 minutes
Requested Action: Consent, June 21st

5. Redmond Senior and Community Center Award of General Contractor/Construction Manager (GC/CM) Construction Contract Maximum Allowable Construction Cost (MACC) #1 [CM 22-380](#)
[Attachment A: Community and Stakeholder Outreach and Involvement](#)
[Attachment B: Council Review Previous Contacts](#)
[Attachment C: Construction Contract](#)

Department: Parks and Recreation, 5 minutes

Requested Action: Consent, June 21st

6. Redmond 2050 Draft Environmental Impact Statement Publication [CM 22-397](#)
[Attachment A: Redmond 2050 DEIS Preview](#)

Department: Planning and Community Development, 10 minutes

Requested Action: Staff Report, July 19th

ADJOURNMENT



Memorandum

Date: 6/7/2022
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-386
Type: Committee Memo

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

Public Works	Phil Williams	425-556-2800
--------------	---------------	--------------

DEPARTMENT STAFF:

Public Works	Andy Rheume	Operations Manager
--------------	-------------	--------------------

TITLE:

Approval of Road Closure (Cleveland Street West of Leary Way and East of Brown Street) for Concrete Restoration

OVERVIEW STATEMENT:

Cleveland Street West of Leary Way and East of Brown Street will need to close from June 27, 2022, through July 5, 2022. Hashtag and Half Price Books share a side sewer that collapsed, eliminating sewer service to both businesses. The side sewer has been replaced and now the restoration of the concrete street needs to occur. This involves pouring two new concrete slabs which require eight days of road closure to prepare the street, pour concrete, and allow the concrete to cure enough for vehicles to drive on it.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RMC 10.24.047 - requires City Council approval to close a road for over 12 hours.
- **Council Request:**
N/A
- **Other Key Facts:**
Cleveland Street is currently closed due to Sound Transit construction between 166th Ave NE and 164th Ave NE. Traffic is currently light on Cleveland Street due to Porch and Park and Sound Transit construction.

OUTCOMES:

The Cleveland Streetscape project was completed in 2014, rebuilding the road and sidewalk with high quality concrete streetscaping. The road surface was constructed with concrete slabs that are half the width of the road. The side sewer installation cut through two slabs, requiring both to be replaced to fully restore the road. The full road closure is necessary to protect the concrete slabs and drivers during curing. The sidewalk and driveway apron were also cut to install the new side sewer but do not require a road closure to restore.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Road closure cannot occur until three days after council approval. If approved, staff will engage impacted residents and businesses the next day. The road closure will impede access to Downtown Park so coordination with the Parks Department to minimize impact to planned activities/festivals will occur.
- **Outreach Methods and Results:**
City staff will go door to door along this small portion of Cleveland Street to notify businesses and residents. We will work with property managers to communicate the closure to residents in the immediate area. In addition, we will notify the rest of Redmond by posting to the City's Facebook page and Twitter, as well as placing information on the city's website.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$0

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

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

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
6/21/2022	Business Meeting	Approve

Time Constraints:

Restoration of Cleveland Street will allow for the side sewer replacement contractor to complete the project.

ANTICIPATED RESULT IF NOT APPROVED:

Temporary asphalt patch would remain on Cleveland Street.

ATTACHMENTS:

N/A



Memorandum

Date: 6/7/2022
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-385
Type: Committee Memo

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

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

DEPARTMENT STAFF:

Public Works	Joseph O' Leary	Construction Project Manager
Public Works	Steve Gibbs	Engineering Supervisor
Public Works	Jon Spangler	Engineering Manager
Public Works	Adnan Shabir	Senior Engineer

TITLE:
Approve Consultant Agreement for Pavement Management-Avondale Road in the Amount of \$351,097

OVERVIEW STATEMENT:

Pertee Inc. (Everett, WA) has been selected to assist the city in the design phase of the pavement management project for Avondale Road from Union Hill Rd to NE 90th St (Project No. 20012120). This project will rehabilitate the asphalt roadway between. Future supplemental agreement(s) would cover construction phase services. This approval would also authorize staff to secure all 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:**
Transportation Master Plan
Redmond Comprehensive Plan

- **Required:**
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503).
- **Council Request:**
N/A
- **Other Key Facts:**
A request for proposals was advertised in March 2022. Proposals were received, and interviews completed. Perteeet was selected as the design consultant.

OUTCOMES:

Avondale Road is a key corridor for Redmond. Approving this consultant agreement will allow design to start and authorize staff to secure any necessary property rights, if needed. In addition to rehabilitating the asphalt roadway between Union Hill Road and NE 90th Street, the project includes new channelization, a new buffered bike lane, new vehicle loop detectors, and upgrades of ADA curb ramps to current ADA standards.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Staff will contact property owners/occupants adjacent to the project site throughout design and construction.
- **Outreach Methods and Results:**
The city will use flyers, in-person meetings, and our website, and project signage among other outreach methods to keep citizens informed about the project schedule and impacts.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$351,097

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP, Map # BC217

Budget Priority:
Vibrant and Connected

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

If yes, explain:

The 2021-2026 approved CIP budget for the project is \$1,800,000, of which \$1,426,000 is funded by a Puget Sound Regional Council (PSRC) Federal Grant (secured). The current cost estimate for the project is \$2,567,116. Staff submitted the project in the current 2023-2028 CIP for approval with this updated cost estimate. If approved in the 2023-2028 CIP,

the funding for the project would be increased by \$767,116. Currently, it is anticipated the full amount of that increase would come from Transportation CIP funds. There is a chance PSRC may provide additional Federal Funding for the project. Staff is currently working with PSRC to understand the scope of any federal grant increase.

Project costs have gone up due to: the addition of a buffered bike lane, a thicker pavement section than had been originally anticipated, an increase in the unit price of asphalt, the addition of several curb, gutter, and sidewalk repairs, and an overall increase in inflation. Recent review of past projects on Avondale indicates some portions of the paving are underlain by concrete. This has resulted in reflective cracking in the asphalt pavement. To reduce future reflective cracking, a thicker pavement section was proposed in the revised project cost estimate.

Funding source(s):
2021-2026 Approved CIP

Transportation CIP: \$374,000
PSRC Federal Grant funds \$1,426,000
Total Funded: \$1,800,000

Budget/Funding Constraints:
PSRC grant construction obligation deadline is June 1, 2023.

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
6/21/2022	Business Meeting	Provide Direction

Time Constraints:

Construction funds must be obligated for the grant by June 1, 2023. The design of the project must begin soon to meet that grant obligation deadline.

ANTICIPATED RESULT IF NOT APPROVED:

The city would not be able to complete the project design in time to meet the construction grant obligation deadline and could lose grant funding.

Date: 6/7/2022

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

File No. CM 22-385

Type: Committee Memo

ATTACHMENTS:

Attachment A: Avondale Rd Vicinity Map

Attachment B: Avondale Rd Consultant Agreement

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: \$325,027 Management Reserve: <u>27,070</u> <div style="text-align: right;">\$351,097</div>

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com 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: Joseph O'Leary
Agency: City of Redmond
Address: 8414 154th Ave NE
City: Redmond State: WA Zip: 98073
Email: jpoleary@redmond.gov
Phone: (425) 556-2738
Facsimile: (425) 556-2727

If to CONSULTANT:

Name: Jerome Didier
Agency: Perteet, Inc.
Address: 2707 Colby Ave, #900
City: Everett State: WA Zip: 98201
Email: jerome.didier@perteet.com
Phone: (425) 252-7700
Facsimile: (425) 339-6018

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 contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Joseph O'Leary
Agency: City of Redmond
Address: 8414 154th Ave NE
City: Redmond State: WA Zip: 98073
Email: jpoleary@redmond.gov
Phone: (425) 556-2738
Facsimile: (425) 556-2727

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

CITY OF REDMOND

Signature

Date

PERTEET, INC.

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.

See attached Exhibit A

**EXHIBIT A
SCOPE OF SERVICES
City of Redmond
Avondale Road Pavement Preservation**

City Project Number: 20012120

Federal Aid Project Funding Number: XXXXX

INTRODUCTION

The purpose of this project phase is to prepare preliminary and final design for preservation and rehabilitating the pavement of Avondale Road between the limits of just north of Union Hill Road to NE 90th Street. The project limits include the bridge deck spanning Bear Creek.

Total project corridor length is approximately 2,500 feet, with the principal focus being rehabilitating of the pavement. With the project's federal funding it will also be necessary to address elements of the existing curb ramps and pedestrian signals (associated signals if necessary) to meet ADA requirements.

The services by the Consultant include survey to augment City GIS information, base map preparation, geotechnical investigations, agency coordination (with WSDOT), design engineering, the preparation of construction plans, contract provisions, and opinions of cost.

The paving limits include:

- Begin paving north of the PCC Union Hill Road intersection, end paving south of the of NE 90th Street intersection.
- Paving will follow the curb line of Avondale Road, from point of curvature to point of curvature (PC to PC) across cross streets. Cross streets, private roads, and access points will not be paved.

Also included in the work will be various location of full depth pavement repair, upgrading existing pedestrian curb ramps, improvements to select existing stormwater and sanitary sewer frame and grates, water valve boxes, replacement of median curbs may be needed in some locations, and the replacement of traffic loops.

This Scope of Services assumes that no detention, water quality facilities, or upsizing of the conveyance system will be necessary for the project.

This Scope of Services assumes right of way acquisition, right-of-entries, or temporary construction easements will not be necessary to construct the improvements.

The preliminary and final design engineering phase is anticipated to start in June 2022 and will be completed by the end of March 2023.

Future project phases may include a Construction Engineering Services phase. The scope and extent of construction engineering services will be determined after final design.

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level. Budget management and transfers between the Consultant and subconsultants must be approved by the City through the Consultant's change management process.

Services provided by the Consultant will consist of:

GENERAL SCOPE OF SERVICES

This Scope of Services describes the Tasks to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements:

- Task 1 – Project Management and Coordination
- Task 2 – Survey and Basemapping (1 Alliance Geomatics)
- Task 3 – Geotechnical Investigations (HWA GeoSciences)
- Task 4 - Design Memorandum & Preliminary Plan
- Task 5 – Bicycle Lane Options
- Task 6 – Curb Ramp Design and Coordination
- Task 7 – Maximum Extent Feasible (MEF) Documentation
- Task 8 – Utility Coordination
- Task 9 – Environmental Permitting and Documentation
- Task 10 – WSDOT Coordination
- Task 11 – Community Outreach and Support
- Task 12 – Traffic Management Control Plan
- Task 13 – 75% PS&E
- Task 14 – 100% PS&E
- Task 15 – Final and Ad-Ready PS&E
- Task 16 – Bidding Assistance

Optional Services

With prior written approval by the City and written notice-to-proceed, Tasks described in this scope of services as optional services (as directed) may be produced by the Consultant.

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED**Task 1 – Project Management and Coordination**

Overall project management and coordination work elements include:

1.1 Project Coordination with City

Consultant will coordinate with the City of Redmond on a regular basis to keep the City's project manager informed about project progress, project schedule issues, and project budget. This work element will also include preparing an Action Items Log and a Record of Decision and keeping these updated throughout the duration of the project.

The Consultant will attend one (1) project kickoff meeting with the City and up to ten (10) project status meetings with the City. These meetings under this task will include the following participation by the Consultant team:

- Kickoff meeting will include attendees by Perteet discipline leads, with up to four (4) staff from the Perteet team. Kickoff meeting will include subconsultants, HWA GeoSciences (up to two [2] staff), 1 Alliance Geomatics (up to one [1] staff).
- Up to ten (10) meetings attended by Perteet with up to two (2) staff from the Perteet team.
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.
- The Consultant will prepare agendas and meeting notes/action items and distribute to attendees.

In the event that the City has a change in the City's project manager, the Consultant will meet with the new project manager, provide a summary of design and progress, provide a summary of decisions made, and provide past deliverables to date. This effort is included in this task. If changes to completed design efforts and/or Scope of Services are requested due to the change in City's project manager, this will require a supplement to the Agreement.

1.2 Project Schedule, Budget, and Team Management

The Consultant will develop an overall project schedule, which will include a detailed schedule by task, for the project phases, through bid advertisement for the full project. The Consultant will prepare a draft and final schedule for the City review, and then the Consultant will prepare two (2) schedule updates as the project progresses, when requested by the City. The Consultant will also manage the Consultant budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

1.3 Progress Reports, Invoices, Underutilized Disadvantaged Business Enterprise (UDBE) Reporting

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and percentage of work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of the total project budget, total project budget spent, and total project budget remaining. The monthly progress reports will also identify other issues that may be occurring, if any. The Consultant will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The monthly invoices will bill by individual tasks. The Consultant Project Manager will notify City's Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Concurrent with the monthly billing, the Consultant will provide a scope, schedule, budget, and project percentage completion report detailing the status against the remaining contract scope, schedule, and budget.

Each month the Consultant will prepare a report showing the status progress towards meeting the UDBE goals and submit this to the City with the monthly progress report and invoice.

Assumptions:

- This contract duration shall be no longer than 12 months for the design phase
- Project kickoff meeting may be held as a virtual meeting.
- Maximum of two project design schedule updates will be prepared. An estimated construction schedule showing contractor working days will be prepared under Task 12.
- Meetings between Consultants will be conducted under other scope tasks.

Deliverables:

- Kickoff Meeting Agenda and Summary of Meeting Notes/Action Items
- Project Design Schedule (Microsoft Project format) and up to two updates
- Project Meeting Agendas for up to 10 meetings and notes/action items
- Invoices and Progress Reports
- UDBE Status Report

Task 2 – Survey and Basemapping (1 Alliance Geomatics)

Services to be provided include horizontal and vertical control surveys and ground based topographic and planimetric mapping surveys necessary to support design of pavement overlay for the preliminary and final design as well as provide for future construction layout of the curb ramps.

Surveying Limits

See attached Exhibit to this Scope of Service showing the Surveying Limits.

2.1 Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the project requirements, I Alliance will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this project.

2.2 Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real-Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

- Geodetic Survey Control (Coordinates)
 - Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates.
 - Horizontal survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 RCW.
 - Vertical Datum for the survey work shall reference the NAVD88.
- Cadastral Survey Control (Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States.)
- Units shall be in US Survey Feet.

2.3 Field Surveying and Mapping

Pick up face of curb/flow line at 100-foot intervals and angle-points, per the attached Exhibit (Surveying Limits), for striping and roadway width purposes.

This task includes the field surveying and mapping required for this specific effort. I Alliance will be using a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

Topographic and Planimetric

1. Survey intersection curb returns for curb ramp/pedestrian signal design-typical.
2. Pick up the curb line for the entire corridor.
3. Pick up lane lines, chann symbols, for the entire corridor. Any change in widths of the lanes or the bike lanes will be important in this project, as City may widen the bike lanes and revise the lane channelization of the entire corridor.
4. Utility lids at curb line and in roadway for entire corridor. Do NOT need measure downs of pipes etc, just the lid location/elev. And type of lid of course (SS or CB or water valve etc)
5. Prepare a signed construction alignment and control Plan.
6. At this time, NO determination of ROW.
7. Median Flowlines – PCs, Aps, and ground shots every ~50'.

2.4 Office Processing and Deliverable

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

Assumptions:

- Health, Safety, and Security are priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
- 1 Alliance is not responsible for any delays due to conditions outside of 1 Alliance's control.
- Permits will not be required for 1 Alliance's efforts.
- Tree driplines are not a part of these services.
- Utility measure-downs are NOT part of this scope.
- Conductible utility locating is NOT a part of these tasks.
- Pipe invert elevations of storm/sewer manholes and basins are NOT a part of these tasks.
- Boundary/Record of survey is NOT a part of these tasks.
- Wetland flags are NOT a part of these tasks.
- Geotechnical bores, potholes, hand holes, and test pit locations are NOT a part of these tasks.
- 1 Alliance will not enter any conditions deemed unsafe and will notify the Client to resolve them should they arise.

Deliverables

- AutoCAD Civil 3D 2018 survey base map at 1" = 20' (electronic copy). (not to include terrain model)
- Autocad Civil 3D 2018 terrain model, electronic copy.
- Signed (construction) alignment and control Plan.
- Signed pdf copy of the mapped areas, if required.
- Field book notes, if required.
- ASCII file of all topographic and control points, if required.
- An ASCII file with point numbers, coordinates, elevations, and descriptions for each survey point, with benchmarks and survey control points clearly identified.

Task 3 – Geotechnical Investigations (HWA GeoSciences)

- Prepare traffic control plans (TCP) and Right of Way (ROW) use application and submit to city for approval.
- Perform FWD testing on each travel lane along Avondale Road from Union Hill Road to NE 90th St.
- Test spacing will be approximately 100 to 200 foot intervals. Testing to consist of 3 drops at each location. GPS readings will be taken at each test location.
- Mark pavement cores in the roadway at 12 locations along the alignment and arrange for utility locates.
- Perform pavement coring at 12 locations using a 6-inch diameter core barrel. Shallow hand borings (2 feet) will be completed at each core location to assess subgrade condition.
- Pavement cores will be patched with Aquaphalt 6.0 water activated cold patch.
- Prepare photographic logs of pavement cores/hand borings.

- Prepare a spreadsheet presenting the results of field testing (including FWD deflection readings and backcalculated resilient modulus of subgrade).
- Perform a walkthrough of the alignment and identify areas likely to require complete reconstruction based on FWD testing/pavement coring.
- Perform engineering analyses to develop pavement rehabilitation and reconstruction recommendations.
- Prepare a letter report presenting the results of FWD testing, pavement coring, reconstruction areas, and our pavement design recommendations.

Deliverables:

- Draft and Final Letter Report of geotechnical findings

Task 4 - Design Memorandum & Preliminary Plan

4.1 Pavement Evaluation

The primary objective will be to resurface the pavement through a grind and overlay and in some locations conduct full-depth replacement to rehabilitate the pavement where there is subgrade failure. Under this subtask, the Consultant will also investigate the potential use of the fibrous reinforced asphalt for this project.

Data Collection and Review

Collect record drawings of existing conditions from the City. Collect available traffic data from Redmond, Metro Transit, and Sound Transit, (ADT, Truck Counts, Bus Counts). Five years of ADT data shall be collected to effectively estimate a traffic growth factor (or a growth factor will be provided by the City). The City will provide the Consultant with available heavy vehicle and ADT information to be used for pavement design.

Record Existing Conditions

Record existing conditions with hand-held GPS/GIS devices to efficiently note and locate pavement failure areas, determine potential cause of failure, and map proposed areas of rehabilitation.

Evaluation/Options

Evaluate rehabilitation options taking into consideration costs, constructability, and maintenance of traffic. Evaluation will include grinding depth, inlay depth, and overlays depths for consideration. Conduct pavement design calculations for full-depth repair areas using the 1993 AASHTO Guide for the Design of Pavement Structures. Within the Design Memorandum, document findings and results of the geotechnical investigations that contribute to the rehabilitation solutions. Equivalent Single Axle Load (ESAL) calculations will be performed with data collected by the Consultant as described in the section Data Collection and Review.

Pavement base repair alternatives will be developed for a full depth HMA pavement section. This task includes the following:

- Provide proposed load equivalency factors for HMA pavement section.
- Calculate ESALs for HMA pavement design.
- Develop recommended HMA pavement section design depths (include recommended HMA class and oil grade).

Assumptions:

- The anticipated approach to pavement rehabilitation is that the amount of pavement required to be removed to address subgrade failures will not trigger detention and water quality requirements. Therefore, it

is assumed that detention or water quality treatment for stormwater will not be necessary. If through the course of design, it is determined that detention or water quality treatment facilities will be necessary, the evaluation and design of these facilities will be conducted under a supplement to this Agreement.

- The City will provide ADT data, including truck data.

Deliverables:

- Document pavement rehabilitation options considered and recommended approach in the Design Memorandum.

4.2 Preliminary Plan

Prepare a preliminary roll plot of the plan view to produce a preliminary opinion of cost. The preliminary plan will show the paving limits, proposed areas of full pavement reconstruction, if any, revised channelization (if buffered bike lanes or other solution changes channelization), and preliminary curb ramp type and locations. This sub-task also includes one site visit with up to two (2) Consultant staff to review the Preliminary Plan with the City on site.

4.3 Preliminary Opinion of Costs

Calculate quantities and opinion of construction costs based upon the pavement rehabilitation method and preliminary plan for the roadway reconstruction, curb ramp replacement, and associated improvements identified in the curb ramp assessment.

4.4 Flow Control and Water Quality Check

The Consultant will calculate the potential areas of disturbance (full depth replacement pavement excavation) and review the City of Redmond Stormwater Technical Notebook criteria for the determination as to whether or not flow control or water quality measures would be required due to the repair work. This information will be documented in a basic one (1) page summary technical memorandum, and this will not be a full stormwater design memorandum.

4.5 Design Memorandum

Prepare a Design Memorandum documenting the pavement rehabilitation method, summary of ADA compliance requirements as identified in Task 6, and clear zone inventory. It is the intent of the Design Memorandum to document the design criteria and include the WSDOT LAG Manual Local Agency Design Matrix Checklist. The Consultant will also perform the clear zone inventory under this task.

Deliverables:

- Roll plot of project footprint/limits/channelization (if revised due to buffered bike lanes) in electronic PDF format
- Preliminary opinion of costs in electronic PDF format
- One (1) copy of the draft and final Design Memorandums in electronic PDF format.
- One (1) copy of the draft and final stormwater summary technical memorandums in electronic PDF format.

Task 5 – Bicycle Lane Options

The City is considering modifying the existing bicycle lanes on Avondale Road to add a buffer for the existing bicycle lane. The purpose of this task is to compare three (3) options for modifying the existing bicycle lanes on Avondale Road. The three options are anticipated to include:

- 1) No change - leave existing bicycle lane as it currently exists;
- 2) Revise the existing channelization configuration, by narrowing vehicle travel lanes and maintaining the existing curb lines;
- 3) Revise the existing channelization configuration which may include reconstructing median islands or other ideas.

It is not intended that the Consultant provide a formal recommendation based on a scored analysis. The Consultant shall provide engineering advantages and disadvantages for each option to enable the City to select the final design decision. A cost analysis of the 3 bicycle options will NOT be required for this Task. The Consultant will prepare an opinion of construction costs for the bicycle lane alternative that is selected by the City

The Consultant will:

- Review existing conditions, including channelization and lane spacing, vehicle and bicycle (if available) traffic volumes, and transit traffic and stop locations
- Consider current best practices for bicycle facilities, bicycle facility design and user comfort, including bicycle level of traffic stress (BLTS)
- Prepare typical cross sections for each option
- Prepare a draft and final summary memorandum documenting considerations, advantages, and disadvantages for each option.
- Prepare cost estimate of selected alternative

Task 6 – Curb Ramp Design and Coordination

The Consultant will design ADA compliant solutions for up to 6 curb ramps as identified below. The Consultant will prepare grading exhibits to be reviewed/approved by the City prior to the 75% PS&E phase. It is anticipated that there will be no pedestrian push buttons designed as part of this project. Curb ramps along the east side of Avondale Road are not included in this Scope of Services, and will be considered extra work. It is anticipated that the crossings of Avondale Road will be prohibited at NE 85th Pl. and NE 88th Pl. as part of this project. The six (6) curb ramp locations are anticipated to be at:

- Avondale Road and NE 85th Pl.
 - SW Corner: one ramp
 - NW Corner: one ramp
- Avondale Road and Brierwood Apartments.
 - SW Corner: one ramp
 - NW Corner: one ramp
- Avondale Road and NE 88th Pl.
 - SW Corner: one ramp
 - SE Corner: one ramp

The effort for this task includes one (1) site visit by up to two (2) Consultant staff to obtain additional site information, as needed.

Assumptions:

- The Consultant will not do an ADA compliance review/assessment of the existing curb ramps and/or pedestrian signals.

Deliverables:

- Design and layout for each curb ramp location (6 ramps)
- Exhibits: The Consultant will prepare Exhibits showing existing conditions and proposed improvements, slopes, and elevations for discussion and review and approval purposes
- Attend up to two (2) coordination meetings with the City regarding curb ramp design.

Task 7 – Maximum Extent Feasible (MEF) Documentation

When full ADA accessibility criteria cannot be met by the pedestrian facility improvements, the acknowledgement that the facility was designed to the Maximum Extent Feasible will be required by WSDOT as part of the project documentation. If the existing site conditions do allow for full ADA compliant facility, the Consultant will prepare a the City's Design Exception Approval Form (this has been an acceptable documentation format by WSDOT on past City projects with federal funding).

The curb ramps will be designed and documented per the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, July 26, 2011 (commonly referred to as the 2011 PROWAG).

The Consultant will prepare draft forms for the City's review and approval, and then a final form based on City comments.

The approval form will reflect the Consultant's designed improvements and shall be provided to the City. Upon completion of construction, it is recommended that the approval form be modified to reflect the constructed improvements, as the Constructed approval form. This Scope of Services does not include work to revise the designed conditions approval form and produce the constructed approval form.

Assumptions:

- Detailed information for every pedestrian facility (for example, each curb ramp with every slope measurement, dimensions, etc.) will not be provided in the MEF.
- Existing non-compliant curb ramps are generally non-compliant in most or all of the elements (such as dimensions, landings, slope); therefore, a detailed overview of the individual existing elements will not be provided for each curb ramp, but there will be a general statement of "non-compliance" for each ramp, as necessary.

Deliverables:

- One (1) electronic copy of the Draft Design Exception Approval Form in Microsoft Word format for the City's review
- One (1) electronic copy of the Final Design Exception Approval Form in PDF format

Task 8 – Utility Coordination

The Consultant will coordinate with the utility owners to identify and verify existing utilities where curb ramps and are proposed on the project. The intent of this Task is that existing utilities that have facilities within the curb return areas are notified of the upcoming project and to confirm no concerns from the franchise utility perspective. Utilities picked up by the surveyor through locate markings will be verified by the franchise utilities, and shown in the construction Plans for the Contractor's information.

8.1 Franchise Utility Coordination

The Consultant will contact the local franchise utilities and request as built information. The Consultant will compare provided as-built information with the surveyed locations and confirm the location and ownership with the respective franchise owners.

Assumptions:

- Utility conflict analysis and potholing is not included in this scope of services. If it is determined that these services would be needed, the Consultant can provide these services as a supplement to the Agreement.
- Utility design is not included with this scope of services. Design of relocations will be designed by others, if required.

Deliverables:

- Utility Contact Log containing list of utility names, and contact staff with email addresses and phone numbers
- Acquire and review of as-built information, as applicable.
- Additions/revisions to basemap based on as-built information, as applicable

Task 9 – Environmental Permitting and Documentation

The Consultant will provide permitting assistance to provide documentation for the to the City to coordinate with WSDOT for NEPA review. Services to be provided are detailed below.

As this project has received Federal funding, the City is required to meet the requirements of the NEPA. The Consultant will complete environmental documentation for Federal NEPA and Local Agency SEPA environmental determinations.

9.1 Background Information Review & Analysis

The Consultant will obtain project and resource information relevant to the environmental context of the project, inclusive of resource agency database review of available information on historical and cultural resources, any listed Ecology facilities indicated on their database, species listed as threatened or endangered under the Endangered Species Act (ESA), any designated critical habitat, and information from the design team applicable to the environmental context for exclusion documentation and consideration.

Assumptions:

- No permits or documents outside of those described in the following subtasks are assumed.

- Environmental review will be adequately addressed with efforts provided under this task and associated with other in-scope documents or obtained from readily available sources of resource information.

Deliverables:

- Project and resource information relevant to the environmental context of the project.

9.2 WSDOT Early Coordination

WSDOT Local Program encourages early coordination in the project development process to evaluate any potential environmental impacts due to the project improvements. Due to the nature and limits of the project improvements, it is likely that the project does not induce significant impacts to planned growth or land use; does not require the relocation of people; does not have a significant impact on any natural, cultural, recreational, historic or other resource; does not involve significant air, noise, or water quality impacts; and does not have significant impacts on travel patterns. Therefore, it is anticipated that a Categorical Exclusion (CE) level NEPA documentation is appropriate. The Consultant will draft a preliminary NEPA CE form after a background resource information review, and subsequently schedule a NEPA “kick-off” site meeting with the City and WSDOT Local Programs staff to consider categorical exclusions and the extent of any requested supplemental documentation under WSDOT NEPA CE review. The Consultant will prepare sufficient documentation to requirements of Chapter 24 of the LAG manual.

Assumptions:

- One (1) on-line meeting will be attended with WSDOT staff, City staff, and Consultant staff (assumed to include the project manager or lead engineer, the environmental planning lead.
- No right-of-way acquisitions or construction easements are assumed for this project.
- The meeting may occur at or before the Preliminary design level and project guidance will be based on preliminary design knowledge.
- Based on the nature of the improvements, it is assumed that an Air Analysis will not be required for this project.

- No in-water work is assumed to occur in wetlands/streams or other critical areas.
- No new pollutant generating impervious surface is assumed according to WSDOT and Ecology SWMWW definitions.
- The project will be completed with less than an acre of exposed soil land disturbance.

Deliverables:

- Meeting notes/comments provided to the City via email after site meeting

9.3 NEPA CE Form & Review Coordination

The Consultant will prepare Preliminary and Final NEPA Categorical Exclusion Documentation form for submittal to WSDOT. The Consultant will assist the City to coordinate with WSDOT’s Local Programs throughout the development, review, update, and final approval of the NEPA Categorical Exclusion Documentation form. Communication to WSDOT for the NEPA review should be conducted by the City.

Assumptions:

- The level of NEPA CE documentation will be limited to completing a NEPA CE form and supplemental information will not be needed due to the project's pavement preservation overlay improvements.
- No critical sensitive areas occur within or will be affected by the project.
- Cultural resources documentation will be exempt pursuant to project types listed in Appendix J of WSDOT's "NEPA CE Guidebook for Local Agencies" which includes Exemption A-1 for roadway surface replacement and overlays that do not expand the wearing surface.
- Based on the nature of the project improvements, it is assumed that the project is exempt from an Air Quality Analysis, per Appendix J of WSDOT's "NEPA CE Guidebook for Local Agencies".
- The project is not in a floodplain.
- The project will not require excavation below the ground surface (subgrade) for hazmat risk considerations nor will the project require full-depth replacement for the potential to be considered new pollutant generating surface.
- There will be no change in the vertical or horizontal alignment of the roadway, no increase in the number of lanes, and no change in the topography adjacent to the roadway, and therefore, it is assumed that the project is exempt from a Noise Analysis, per Part 4 of WSDOT's "NEPA CE Guidebook for Local Agencies".
- No parks will be affected.
- No streams will be affected.
- The project will be consistent with the WSDOT HRM or Ecology stormwater manual for stormwater management.
- Environmental justice documentation will be exempt pursuant to project types listed in Appendix L of WSDOT's "NEPA CE Guidebook for Local Agencies which includes Exemption 1 for roadway surface replacement and overlays that do not expand the wearing surface and no transit routes will be affected or traffic detours proposed.
- Biological assessment information will be documented on the NEPA CE form ESA Checklist and no supplemental BA analysis will be necessary.
- Coordination will occur with WSDOT after CE submittal to respond to any review comments. One (1) revision to the submitted Preliminary CE form is assumed before issuing the Final CE Form..

- Once WSDOT agrees the CE form is complete they will request the CE to be signed by the City for final approval.
- No meetings are assumed for this subtask.

Deliverables:

- Draft and Final CE form to City and WSDOT.
- Correspondence via email.

9.4 SEPA Checklist

The Consultant will prepare a Draft and Final SEPA checklist for City use at or before the 75% design level inclusive of NEPA discipline information and related project documents under this scope of services as supporting information. The Consultant will coordinate with the City throughout the development, review, update, and final approval of the SEPA Checklist and documentation.

Assumptions:

- It is anticipated that a SEPA determination will result in a DS or MDNS.
- The City will provide one (1) consolidated review on the draft SEPA checklist prior to being finalized by the Consultant.
- The City will meet the SEPA requirements for public notice and circulation.
- SEPA will not be appealed.

Deliverables:

- Draft and Final SEPA checklist
- Correspondence via email

9.5 Floodway Memo

The FEMA Floodway for Bear Creek is mapped to cross Avondale Road in the project area. The adjacent base flood elevation is mapped at or near elevation 50 and the existing road surface occurs at approximate elevation 55 from preliminary review of King County LIDAR/GIS. The road is bridged over and above the floodway and the floodway should not be impacted.

Assumptions:

- The Consultant will prepare a summary memo to explain the project activities occurring above and not within the floodway for SEPA and NEPA documentation.
- The floodway is mapped in the project corridor, but avoidance of floodway impacts is assumed.

Deliverables:

- Draft and Final Floodway Memo
- Correspondence via email

Task 10 – WSDOT Coordination

The Consultant will coordinate with WSDOT regarding the approval of the 100% and Final construction plans, specifications, and opinion of cost. The Consultant will also coordinate with WSDOT regarding the required checklists, and public information findings (PIF), if required, for federally funded projects.

10.1 WSDOT Coordination for PS&E

Because there is federal funding included in the project, WSDOT will need to approve the project's construction contract documents. This task includes coordinating with WSDOT through e-mails and by phone. The Consultant will prepare hard copies and electronic copies of the 100% plans, opinion of costs, contract specifications, and complete the WSDOT PS&E Checklist, and submit as a submittal package to WSDOT for review.

The Consultant will review and address WSDOT comments resulting from the 100% review. The Consultant will arrange, prepare for, attend, and prepare meeting notes for up to one (1) meetings with WSDOT to discuss the 100% comments and prepare for the final submittal.

Deliverables:

- Up to three (3) hard copies of 100% and Final plans and contract provisions, and one electronic pdf copy, for WSDOT review and approval

- Completed WSDOT PS&E Checklist submitted with the 100% PS&E to WSDOT
- Provide additional support information to WSDOT as requested to obtain approval by WSDOT for the final contract documents.

10.2 Preparation of Public Information Findings (PIFs)

The Consultant will prepare and submit Public Information Findings (PIFs) for proprietary items, as required for WSDOT on federally funded projects. Preparation includes obtaining verifications from vendors that materials meet Buy America requirements, or obtain values of items and the value of foreign steel and/or iron, if any, and the preparation of WSDOT Form 140-051.

Assumptions:

- It is anticipated that a PIF will be prepared for utility lid replacements. If other items are identified as needing PIF documentation, this may be considered an additional service and may require a supplement to the Agreement.
- Vendor and City signatures will be the required approval, and forms submitted to WSDOT are for record keeping purposes.

Deliverables:

- Draft and Final PIF documentation (WSDOT Form 140-051)

If needed the Consultant will arrange, prepare for, attend, and prepare meeting notes for up to two (2) meetings with WSDOT to discuss project information. The meetings will focus on gaining WSDOT concurrence of these documents. This task includes coordinating with WSDOT through e-mails and by phone.

10.3 Curb Ramp Coordination

The Consultant will prepare coordinate with WSDOT to confirm WSDOT's agreement to solutions for curb ramp upgrades as well as confirm agreement to locations for replacement. This includes coordination by email and phone, preparation of exhibits and providing other project information as requested by WSDOT. This includes up to one (1) meetings with WSDOT in the field and up to two (2) virtual meetings.

Deliverables:

- Curb ramp design exhibits

Task 11 – Community Outreach and Support

The Consultant will provide community outreach support to the City as requested. This effort may include the preparation of exhibits and written information to support the City's outreach efforts for web site updates, and mailings. This may include the preparation of exhibits or other information for the City's coordination efforts with property owners regarding property access or impacts.

Assumptions:

- The City will lead community outreach efforts and communication.
- Any materials mailed through the US Postal Service will be packaged and prepared by the City

- The Consultant effort for this task will be limited to the fee effort identified in the Consultant's fee worksheet.
- This task does not include meetings with property owners.

Deliverables:

- Support information and/or documents as requested by the City.

Task 12 – Traffic Management Control Plan

Under this Task, the Consultant will meet with the City to discuss and coordinate the approach for the traffic control for the project and potential detour routes.

12.1 Traffic Control Coordination

Under this subtask, the Consultant will:

- Attend up to three (3) meetings with the City to determine a traffic control approach.
- Attend up to two (2) meetings on site with the City to discuss traffic control approach.
- Attend up to four (4) meetings with paving contractors to discuss traffic control approach.
- Prepare meeting agenda and meeting notes
- Develop a preliminary traffic control concept roll plot, and make revisions based on input from the City, and meetings with the contractors.
- Discuss and coordinate restrictions the City will want to include in the contract documents, such as night work, weekend work, and road closures.

12.2 Detour Route Coordination

The Consultant will also meet with the City to discuss detour alternatives that may arise from discussions with City staff and the Contractors as part of Task 12.1.

Under this subtask, the Consultant will:

- Attend up to three (3) meetings with the City to determine and review detour alternatives.
- Develop preliminary detour concept exhibits. The exhibits will be schematic, not to scale, and not engineered drawings.

Assumptions:

- Traffic Control Plans to be used in the Contract Plans, as a result of the coordination and investigation under this task, will be prepared under Tasks 13, 14, and 15.
- If it is determined detour routes will be required for the project, "Detour Exhibits" will be developed and prepared under Tasks 13, 14, and 15 to be included in the Contract Specifications as an appendix.
- The Consultant will develop a preliminary construction schedule in order to estimate the number of working days.

Task 13 – 75% PS&E

The Consultant will prepare a 75% design level submittal package for the project as detailed below. The plans, specifications, and opinion of cost will be submitted to the City for review and comment. This task will include the design and coordination work elements as identified below.

13.1 75% Plans

Thirty four (34) plan sheets are assumed for the plan set. It is anticipated that the plans will consist of the following sheets:

- Cover Sheet (1 sheet)
- Legend and Abbreviations (1 sheet)
- Construction Alignment Control Plan (4 sheets)
- Typical Roadway Sections (2 sheets)
- Roadway Paving and TESC Plan (7 sheets) – includes site preparation and erosion control measures
- Miscellaneous Details (2 sheets)
- Curb Ramp Modification Plans (2 sheets)
- Curb Ramp Details (2 sheets)
- Striping & Signing Plans (5 sheets, includes sign schedule if needed)
- Traffic Control Plans and Details (4 sheets)
- Pedestrian Traffic Control Plans and Details (3 sheets)

This work element will also include site visits and design team coordination meetings.

Assumptions:

- No additional curb ramps will be added to the project.
- The Striping Plans will reflect the new proposed channelization and buffered bike lanes, if that option is chosen. Otherwise, the intent of the Striping Plans will be to replace the striping back to its existing layout.

Deliverables:

- Electronic copy of the 75% plan set in PDF format via e-mail

13.2 75% Opinion of Cost

The Consultant will calculate 75% level quantities and prepare an opinion of construction cost based upon the design and construction plans and anticipated unit bid prices.

A separate schedule in the opinion of cost will be prepared to include:

- Stormwater frame and grate replacements
- Sanitary sewer manhole frame and grate replacements
- Water valve box replacements

Deliverables:

- Electronic copy of the 75% opinion of cost summary submitted in PDF format via e-mail

In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment or materials, market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

13.3 75% Specifications

The Consultant will prepare Contract Provisions ("Specifications") for the projects based on English units for the 75% submittal. These will include Special Provisions for the items of work that are not covered by the current WSDOT/APWA Standard Specifications, including Redmond General Requirements, as well as bid and contract forms.

Assumptions:

- A Bid Schedule will NOT be prepared for the 75% submittal (the Opinion of Cost will reflect the exact bid items at this submittal level).
- The City will provide the Consultant with current Redmond General Special Provisions and Requirements to be used on the project.
- The City will provide the Consultant with their standard, current, boilerplate contract language for federally funded projects ("front end documents") to be used for the project.

13.4 75% QA/QC

An internal Consultant quality assurance/quality control review of deliverables will be conducted before the submittal to the City.

Task 14 – 100% PS&E

The Consultant will prepare a 100% design level PS&E submittal package for the project as detailed below. This Task will include the design and coordination Tasks as identified below.

14.1 Response to 75% Comments

The Consultant will review the City's 75% review comments for incorporation into the 100% design phase. The Consultant will attend one (1) comment review meeting with up to two (2) Perteet staff with the City staff and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City.

Assumptions:

- The City will provide one set of City review comments to the Consultant, reflective of all City staff comments, for the 75% PS&E documents.
- Conflicting comments will be resolved by City staff prior to transmitting to the Consultant.

Deliverables:

- Written responses to 75% comments.

14.2 100% Plans

The Consultant will revise the 75% plans based on the review comments and advance the design and update the plans for the 100% submittal to the City.

Deliverables:

- Electronic copy of the 100% plan set in PDF format via e-mail

14.3 100% Opinion of Cost

The Consultant will revise the 75% opinion of cost based on the review comments and advance the design and update the quantities and unit costs as applicable for the 100% submittal to the City.

Deliverables:

- Electronic copy of the 100% opinion of cost summary submitted in PDF format via e-mail

14.4 100% Specifications

The Consultant will revise the 75% Contract Provisions (“Specifications”) based on the review comments and prepare the 100% Contract Provisions, including the bid schedule, to be used for WSDOT’s review.

Assumptions:

- The City will provide the Consultant with current Redmond General Special Provisions and Requirements to be used on the project.

14.5 100% QA/QC

An internal Consultant quality assurance/quality control review of deliverables will be conducted before the submittal to the City.

14.6 100% Constructability Review

A constructability review of the deliverables will be conducted under this Task by a senior team member of the Consultant’s Construction Management group.

Task 15 – Final and Ad-Ready PS&E

The Consultant will advance the 100% plans, specifications, and opinion of cost estimate based on the City’s review comments and prepare the Final PS&E package.

It is assumed there will be no major design changes to the project at this point. All project elements will be finalized and shown in the Final plans. Other street segments, curb ramps, or significant elements of work added to the project at this point may result in a delay to the project schedule and require a supplement to the agreement.

The Consultant will submit the Final PS&E package to the City for a final check-print review before preparing the Ad-Ready contract documents. It is assumed that the comments from the check-print review will be minor in nature and not reflect any changes to the design or general intent of the construction project.

15.1 Response to 100% Comments

The Consultant will review the City's 100% review comments for incorporation into the Final design phase. The Consultant will attend one (1) comment review meeting with up to two (2) Perteet staff with the City staff and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City.

Assumptions:

- The City will provide one (1) set of City review comments to the Consultant, reflective of all City staff comments, for the 100% plans, specifications, and opinion of costs.
- Conflicting comments will be resolved by City staff prior to transmitting to the Consultant.

Deliverables:

- Written responses to 100% comments.

15.2 Final Ad Ready PS&E

The Consultant will revise the 100% plans based on the review comments and prepare the Final Plans as a final check-print review for the City.

The Consultant will revise the 100% Contract Provisions ("Specifications") based on the review comments and prepare the Final Contract Provisions, including the bid schedule to be used for the Advertisement, as a final check-print review for the City.

The Consultant will revise the 100% opinion of construction costs based on the review comments and prepare the Final opinion of costs.

Deliverables:

- Electronic copy of the Final plan set in PDF format via e-mail
- Electronic copy of the Final special provisions submitted in Microsoft Word format via e-mail
- Electronic copy of the Final opinion of costs summary submitted in PDF format via e-mail.

15.3 Final QA/QC

An internal Consultant quality assurance/quality control review of deliverables will be conducted before the submittal to the City.

15.4 Preparation of Ad-Ready Signed Contract Docs

The Consultant will revise the Final plans, Contract Provisions, and opinion of cost estimate based on the City's final check-print review and prepare the final, Ad-Ready PS&E Bid Documents.

Assumptions:

- The City's comments on the final check-print review will be minor in nature and will not require significant changes by the Consultant for the final bid advertisement ready set to be submitted to Builders Exchange.
- The City will provide one (1) set of City review comments to the Consultant, reflective of all City staff comments, for the plans, specifications, and opinion of cost estimate.
- The City will coordinate the project advertisement with the applicable publications; the Consultant will prepare the project advertisement for the City's use.

Deliverables:

- Written responses to comments
- Electronic copy of the half-size and full-size Ad-Ready signed plans in PDF format submitted via e-mail
- Electronic copy of the opinion of cost summary submitted in PDF format via e-mail
- Electronic copy of the final bid documents Contract Specifications, including the bid schedule, submitted in PDF format via e-mail

Task 16 – Bidding Assistance

16.1 Bidding Support

The Consultant will respond to Contractor questions as requested by the City during the bidding process. The Consultant will provide clarifications to the City, which may include Plan sheet revisions, Special Provision language, or information clarification for review and approval by the City. The City will prepare the final Addendums and submit to Builders Exchange. The effort for the assistance during bidding is limited to the fee identified in the fee schedule for this Task.

This Task also includes attendance by the Consultant (with one Consultant member) at the pre-bid meeting.

Assumptions:

- The City will coordinate the project advertisement with various newspaper publishers.
- The City will advertise the project for construction.
- The City will prepare the bid tabulation.
- The City will record and prepare formal meeting notes for a pre-bid meeting, if applicable.
- The Consultant will prepare draft addenda for City. The City will finalize and distribute the addenda during the bidding process.
- The City will prepare the Conformed Contract documents and distribute. The Consultant will support the City with
- The Consultant will provide Builders Exchange with a camera-ready or electronic plan set and Contract Specifications for purposes of their scanning and contract document distribution during bidding.

Deliverables:

- Electronic copies of supporting documentation for addenda, as applicable.

Additional (Optional) Services

The Consultant may provide additional services as directed by the City which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract.

Services Not Included in this Scope of Services

1. Coordination with adjacent development
2. Coordination with police, fire, garbage, USPS, and transit
3. Stormwater detention and treatment evaluation and design
4. Analysis for capacity of existing stormwater conveyance systems
5. Construction Engineering Services
6. Construction Management and Inspection Services

Items to be furnished by the City

City will provide the following items and services to Consultant that will facilitate the preparation of the plans and studies within the limits of the projects. The Consultant is entitled to rely on the accuracy and completeness of the data furnished by others, including, but not limited to, GIS and traffic data.

- Coordination/scheduling of meetings with City staff
- Timely reviews of design submittals (assumed to be three [3] weeks each, unless otherwise noted on the project schedule developed as part of Task 1)
- All available “As-Built” information, including for traffic signals and the existing illumination systems.
- Updated underground utility information relative to the City owned utilities.
- Updated City of Redmond General Provisions and Contract (“Front End”) documents

Information Provided by Others:

The Client shall furnish, at the Client’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the Client agrees that the Consultant shall have no responsibility for any portion of the Project designed by other consultants engaged by the Client.

Engineer and its consultants may reasonably use and rely upon information and design elements furnished by Owner or customarily furnished by others including, but not limited to, other design professionals, specialty contractors, manufacturers, suppliers and publishers of technical standards.

Design Criteria

The City will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, will be developed in accordance with the latest edition and amendments as of the date of signing of this Agreement, of the following documents. Changes in any design standards or requirements after work has begun may be considered, and result in, extra services.

Measurements will be in English units.

Drafting Standard: WSDOT/APWA

1. City of Redmond Standard Plans

2. WSDOT Standard Plans – Current Versions
3. APWA and WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (English Version, 2022)
4. AASHTO: A Policy on Geometric Design of Highways and Streets (2018 Edition)
5. 2009 Manual on Uniform Traffic Control Devices (MUTCD)
6. Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, July 26, 2011

Exhibit B ***DBE Participation Plan***

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.

See attached Exhibit "B".

Exhibit "B"

Firm Name, Certification Numbers	Role on Pertect Team	Anticipated % Commitment
1 Alliance Geomatics, LLC SBE, UDBE, DBE – D4M0022928, MBE – M4M0022928	Land surveying, R/W plan preparation	8%
HWA GeoSciences, Inc. UDBE, SBE, DBE – D5F0024692, MWBE – M5F0024692	Geotechnical services	9%

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

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

Format: Basemap in CAD/Civil3D

Transmission: FTP, Email, SharePoint

B. Roadway Design Files

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

Format: Basemap in CAD/Civil3D

Transmission: FTP, Email, SharePoint

C. Computer Aided Drafting Files

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

Format: Basemap in CAD/Civil3D

Transmission: FTP, Email, SharePoint

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

Agency will retain the right to review all deliverables referenced in the Scope of Work Exhibit A.

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

See Scope of Work Exhibit A

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

Agency furnished services and information outlined in the Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel Spreadsheets
Word Documents
PDF Files
Microsoft Project Schedule

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

Not Applicable.

B. Electronic Messaging System

Not Applicable.

C. File Transfers Format

PDF, ZIP, Word, Excel, Project, CAD.

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit "D"

Exhibit "D"



Exhibit D - Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Avondale Road Pavement Rehabilitation (Union Hill Rd to NE 90th St)
 Client: City of Redmond

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	2	\$306.75	\$614
Sr. Associate	217	\$222.86	\$48,361
Sr. Associate	20	\$229.36	\$4,587
Sr. Associate	2	\$242.55	\$485
Sr. Associate	32	\$247.55	\$7,922
Sr. Engineer / Mgr	14	\$227.48	\$3,185
Lead Engineer / Mgr	32	\$144.53	\$4,625
Lead Engineer / Mgr	6	\$153.88	\$923
Lead Engineer / Mgr	481	\$173.92	\$83,655
Engineer III	524	\$133.16	\$69,776
Lead Technician/Designer	252	\$128.81	\$32,460
Lead Planner/Manager	4	\$144.53	\$578
Lead Planner/Manager	8	\$148.88	\$1,191
Planner II	66	\$143.85	\$9,494
Construction Supervisor	8	\$249.24	\$1,994
Accountant	8	\$121.08	\$969
Total Hourly Costs	1,676		\$270,819.00

Reimbursables

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.585	100	\$0.585	\$59
Total In-House Costs			\$59.00

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
1 Alliance Geomatics, LLC	\$25,000.00	1.00	\$25,000
HWA GeoSciences Inc	\$28,150.00	1.00	\$28,150
Total Subconsultant Costs	\$53,150.00		\$53,150.00

Other

Management Reserve	\$27,070
Total Other Costs	\$27,070.00

Contract Total **\$351,097.00**

Prepared By: Jerome Didier Date: May 9, 2022

Exhibit D-1
Subconsultant Cost Computations
City of Redmond Avondale Rd Pavement Rehabilitation (Union Hill Rd to NE 90th St)
Fee Schedule

Prime Consultant: Perteet, Inc. 20220033

Position Classification	Max Direct Salary Rate	Overhead @ 196.48%	Profit @ 28.30%	Max Rate Per Hour
Principal	\$100.11	\$196.70	\$28.33	\$325.14
Sr. Associate	\$84.98	\$166.97	\$24.05	\$276.00
Sr. Engineer/Sr. Project Manager	\$68.00	\$133.61	\$19.24	\$220.85
Lead Engineer/Manager	\$54.60	\$107.28	\$15.45	\$177.33
Engineer 3	\$48.56	\$95.41	\$13.74	\$157.71
Engineer 2	\$39.38	\$77.37	\$11.14	\$127.89
Engineer 1	\$36.75	\$72.21	\$10.40	\$119.37
Lead Technician/Designer	\$53.56	\$105.23	\$15.16	\$173.96
Technician 3	\$35.00	\$68.77	\$9.91	\$113.69
Technician 2	\$30.00	\$58.94	\$8.49	\$97.44
Technician 1	\$25.00	\$49.12	\$7.08	\$81.21
Sr. Construction Technician	\$43.78	\$86.02	\$12.39	\$142.20
Construction Technician 3	\$40.00	\$78.59	\$11.32	\$129.92
Construction Technician 2	\$36.75	\$72.21	\$10.40	\$119.37
Construction Technician 1	\$30.00	\$58.94	\$8.49	\$97.44
Sr. Planner	\$72.00	\$141.47	\$20.38	\$233.86
Lead Planner	\$45.84	\$90.07	\$12.97	\$148.89
Planner 3	\$45.00	\$88.42	\$12.74	\$146.17
Planner 2	\$44.29	\$87.02	\$12.53	\$143.85
Planner 1	\$30.00	\$58.94	\$8.49	\$97.44
Lead Environmental Scientist	\$55.00	\$108.06	\$15.57	\$178.64
Construction Supervisor	\$76.74	\$150.78	\$21.72	\$249.25
Construction Manager	\$51.50	\$101.19	\$14.57	\$167.27
Construction Engineer 3	\$44.50	\$87.43	\$12.59	\$144.53
Construction Engineer 2	\$38.58	\$75.80	\$10.92	\$125.31
Construction Engineer 1	\$36.75	\$72.21	\$10.40	\$119.37
Sr. Construction Observer	\$57.75	\$113.47	\$16.34	\$187.57
Construction Observer 3	\$38.58	\$75.80	\$10.92	\$125.31
Controller	\$57.75	\$113.47	\$16.34	\$187.57
Contract Administrator	\$66.38	\$130.42	\$18.79	\$215.60
Accountant	\$45.68	\$89.75	\$12.93	\$148.37
Clerical	\$31.50	\$61.89	\$8.91	\$102.31
Cultural Resources Specialist 2	\$37.00	\$72.70	\$10.47	\$120.18
Cultural Resources Specialist 1	\$30.00	\$58.94	\$8.49	\$97.44

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost



June 30, 2021

Pertect, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Denice Moan:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 196.48% of direct labor (rate includes 0.16% facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E

Sub-consultant Cost Computations

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.

1. HWA GeoSciences, Inc.
2. 1 Alliance Geomatics, LLC

Exhibit "E" - HWA

**Project Cost Estimate
Avondale Road Improvements
Redmond, Washington
Prepared for Pertee**



HWA Ref: 2022-081
Date: 9-May-22

Scope of Work

Prepare traffic control plans (TCP) and Right of Way (ROW) use application and submit to city for approval.
 This estimate assume no flaggers will be required and traffic control will consist of arrowboard behind work areas with signs and cones.
 Perform FWD testing on each travel lane along Avondale Rd from Union Hill Rd to NE 90th St.
 Test spacing will be approximately 100 to 200 foot intervals. Testing to consist of 3 drops at each location. GPS readings will be taken at each test location.
 Mark pavement cores in the roadway at 12 locations along the alignment and arrange for utility locates.
 Perform pavement coring at 12 locations using a 6-inch diameter core barrel. Shallow hand borings (2 feet) will be completed at each core location to assess subgrade condition.
 Pavement cores will be patched with Aquaphalt 6.0 water activated cold patch.
 Prepare photographic logs of pavement cores/hand borings.
 Prepare a spreadsheet presenting the results of field testing (including FWD deflection readings and backcalculated resilient modulus of subgrade).
 Perform a walkthrough of the alignment and identify areas likely to require complete reconstruction based on FWD testing/pavement coring.
 Perform engineering analyses to develop pavement rehabilitation and reconstruction designs.
 Prepare a letter report presenting the results of FWD testing, pavement coring, reconstruction areas, and our pavement design recommendations.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2022 BILLING RATES							TOTAL HOURS	TOTAL AMOUNT
	Geol. VIII	Engr. VIII	Geol. IV	Geol. III	Contracts	CAD	Clerical		
	\$222.07	\$227.91	\$119.80	\$105.19	\$119.80	\$90.58	\$87.66		
Project Setup/Coordination		2			1		1	4	\$663
Subcontract TCPs, Prepare ROW Use Application and Submit to City		1	6					7	\$947
Perform FWD Testing		4	10	10				24	\$3,162
Mark Pavement Cores and Call Locates		4	6					10	\$1,630
Perform Pavement Coring (12 Cores)			24	24				48	\$5,400
Prepare Photographic Pavement Core Logs		2	12					14	\$1,893
FWD Data Analyses/Prepare Spreadsheet		8	8					16	\$2,782
Walkthrough/Visual Assessment of Recon. Areas		8	8					16	\$2,782
Prepare Letter Report	2	8	4			4		18	\$3,109
Consultation / Project Management		4						4	\$912
Labor Costs	2	41	78	34	1	4	1	161	\$23,279

LABORATORY TEST SUMMARY:

Test	Est. No.	Unit	Total
	Tests	Cost	Cost
Grain Size Distribution	6	\$115	\$690
Atterberg Limits (plasticity index)	6	\$235	\$1,410
CBR/Proctor	0	\$550	\$0
LABORATORY TOTAL:			\$2,100

ESTIMATED DIRECT EXPENSES:

Mileage @ IRS rate	\$150
Traffic Control Plans	\$0
FWD Rate (@ \$275/hr)	\$1,650
Pavement Coring (@ \$60/core)	\$720
Traffic Control (Arrowboard/Signs/Etc.)	\$250
Laboratory Testing	\$2,100
TOTAL DIRECT EXPENSES:	\$4,870

PROJECT TOTALS AND SUMMARY:

Labor Costs	\$23,279
Direct Expenses	\$4,870
GRAND TOTAL:	\$28,149

Assumed Conditions:

1. All costs are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
2. No Street Use Permits/ROW Use fees will be required.
3. Hot Mix Asphalt (HMA) patching will not be required at pavement core locations. If HMA patching is required, a supplemental budget will be necessary.



September 9, 2021

HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 163.90% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W. Maxwell, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit "E" - 1 Alliance



PROJECT	NUMBER	22-048
	NAME	Avondale Road
	CLIENT	Perteet
	OWNER	Redmond

Date 10-May-22
by BB
ckd

2022 - Loaded Rates

TASK			Director	Land Surveyor 3	Land Surveyor 3	Land Surveyor 2	Eng Aid 4	Eng Aid 4	Eng Aid 4	Eng Aid 2	Eng Aid 2	Admin Assist 5	Admin Assist 5	FEE
			Principal	PM	QM	PLS/Project	CADD 5	CADD 4	TECH 5	TECH 3	TECH 3	APM	ACCT	
			\$ 216.11	\$ 142.49	\$ 113.99	\$ 113.99	\$ 93.81	\$ 89.06	\$ 97.37	\$ 83.13	\$ 83.13	\$ 86.68	\$ 78.37	
No.	DESCRIPTION	HRS												TASK
1	PM; Admin; QA/QC	18	2	4	8							2	2	\$ 2,244
2	Survey Control	27	1	2		8			8	8				\$ 2,857
3	Field Mapping	98	2	8		8			40	40				\$ 9,704
4	Office Processing	69	1	4			24	40						\$ 6,600
5		0												\$ -
6		0												\$ -
7		0												\$ -
TOTAL HOURS		212	6	18	8	16	24	40	48	48	0	2	2	212
			\$ 1,297	\$ 2,565	\$ 912	\$ 1,824	\$ 2,251	\$ 3,562	\$ 4,674	\$ 3,990	\$ -	\$ 173	\$ 157	\$ 21,405
TOTAL DIRECT BURDENED SALARY COSTS														\$ 21,405
OTHER DIRECT COSTS														
MILEAGE	(ONE WAY)	20	MILEAGE (TOTAL MILES)		77		\$ 0.585	DRAFT						\$ 45.05
number of field days		6	PER DIEM (DAYS)											\$ -
NOTES			LODGING (DAYS)											\$ -
			MATERIALS & SUPPLIES				3D Laser Scanner							\$ 3,550
			OTHER (DESCRIBE)					\$ -						
			SUE LOCATES											
TOTAL OTHER DIRECT COSTS														\$ 3,595
GRAND TOTAL FEE ESTIMATE														\$ 25,000



August 2, 2021

1 Alliance Geomatics, LLC
1261 A 120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Michael Paradis:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 109.19% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~ Not Applicable

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Not Applicable

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.

Not Applicable

~~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

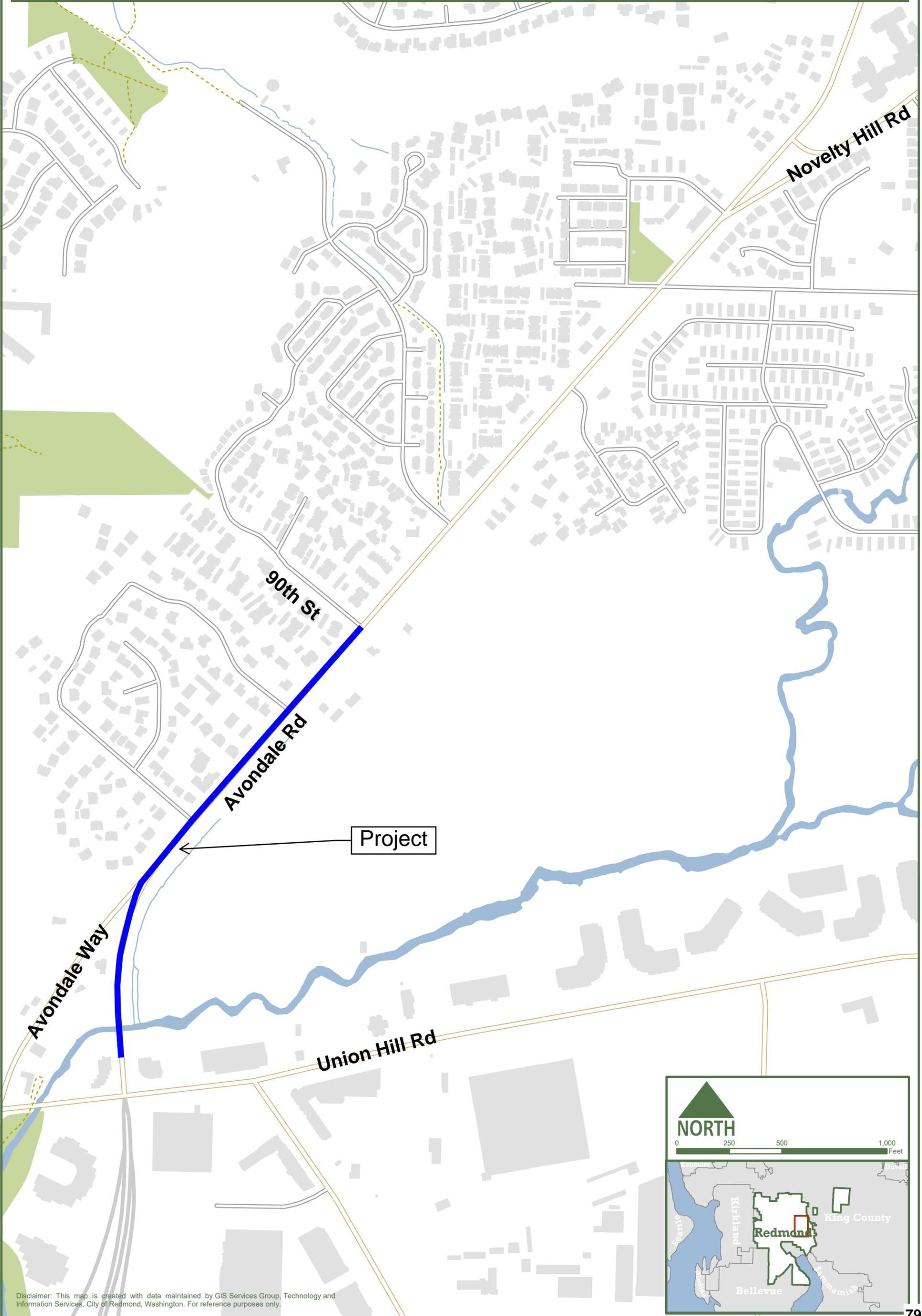
The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

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

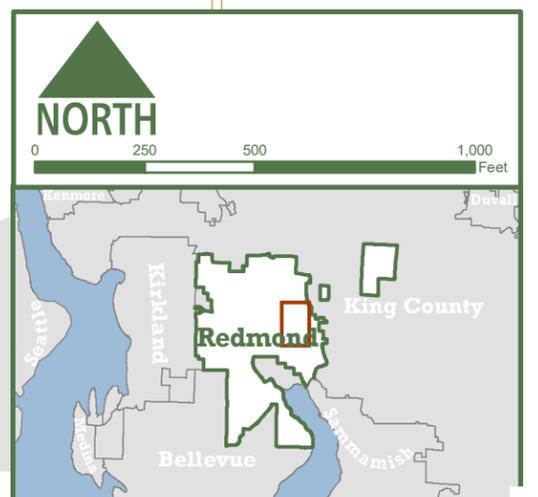
The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Avondale Road Preservation North of Union Hill Road to 90th Street

City of Redmond, Washington



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





Memorandum

Date: 6/7/2022
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-387
Type: Committee Memo

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

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

DEPARTMENT STAFF:

Public Works	Mike Haley	Project Manager
Public Works	Steve Hitch	Engineering Supervisor
Public Works	Jon Spangler	Engineering Manager

TITLE:

Approve General Services Agreement with Technical Systems Inc. (TSI) in the Amount of \$3,581,143 for the Telemetry System Upgrade, Phases 2 and 3 Project and increase the total funding for this Project from \$2,445,000 to \$5,205,057 from the Water CIP

OVERVIEW STATEMENT:

This sole-source contract with TSI is to refurbish or replace control panels and communication systems at 12 of the city water facilities. This includes five flow control sites, four tank sites, and three well sites.

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 a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Approving this action keeps the City on the path to completing Phases 2 and 3 of the Telemetry Upgrade projects, which will improve the safety and reliability of the City's water system.

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:
\$3,581,143

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:
Staff are requesting an additional \$2,760,057 to complete the project.

Funding source(s):
Water CIP

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
6/21/2022	Business Meeting	Approve

Time Constraints:

Approval of the general services agreement in June of 2022 will likely allow for timely completion of Telemetry Upgrade Phase 2 and 3 before any older components fail. The project is scheduled to begin in July of 2022 and will require two years to complete.

ANTICIPATED RESULT IF NOT APPROVED:

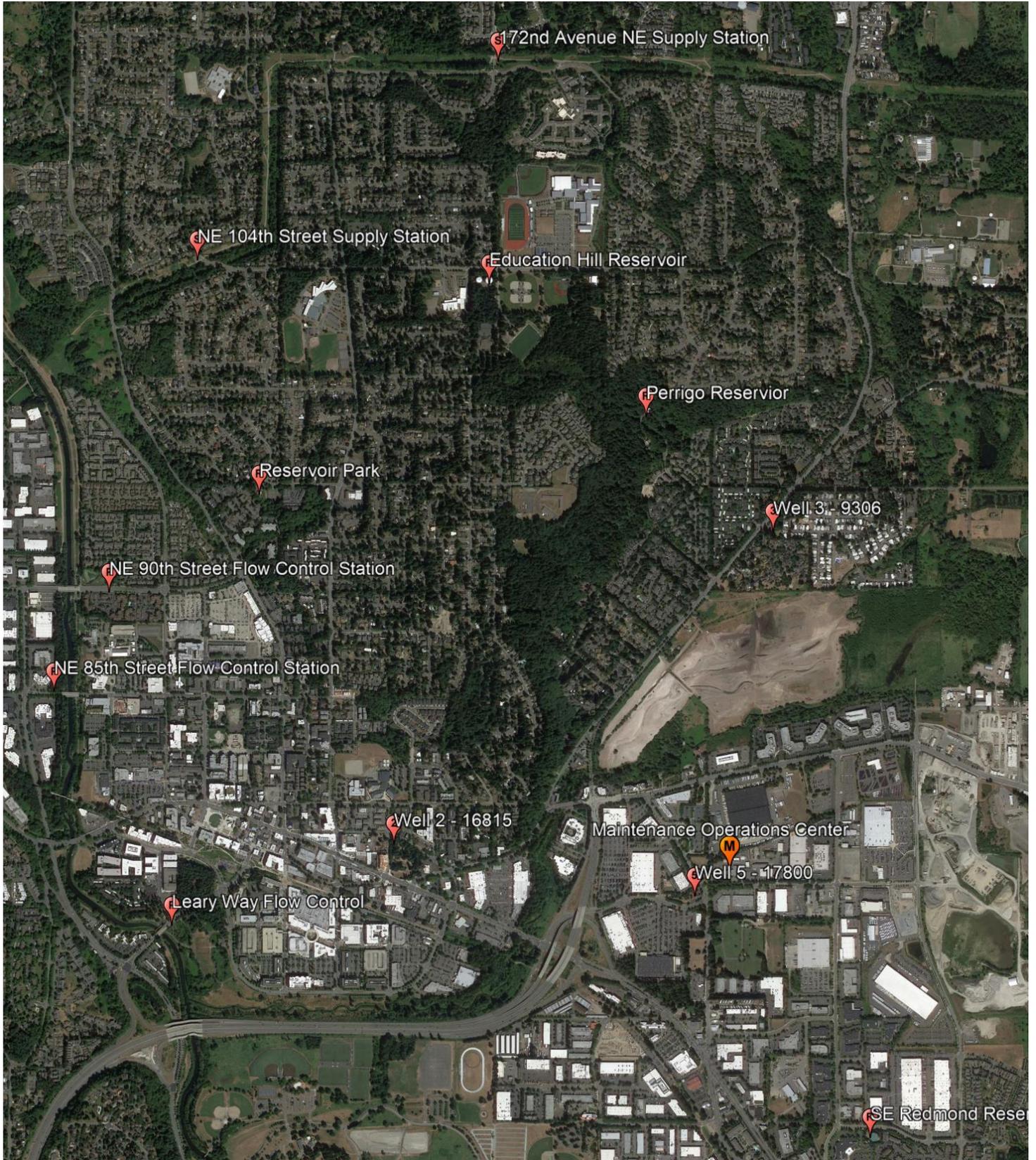
Delay of this upgrade could result in aging equipment failures that would disrupt operation of the water system. Should our existing, older equipment fail it may not be easily replaced due to availability of spares.

ATTACHMENTS:

- Attachment A: Vicinity Map
- Attachment B: Additional Project Information
- Attachment C: TSI General Services Agreement
- Attachment D: BHC email RE: TSI cost proposal

Attachment A

Vicinity Map



Telemetry System Upgrade Phase 2 and 3 – X Water sites to be upgraded

Attachment B – Additional Project Information

Telemetry System Upgrade Phase 2 and 3 Project

Project Discussion

This sole source contract with Technical Systems Inc. (TSI) is to refurbish or replace control panels and communication systems at 12 of the city water utility facilities. This includes five flow control sites, four tank sites, and three well sites.

The City of Redmond Public Works Department maintains and operates a telemetry system for the water and wastewater systems throughout the city. Redmond has developed software and hardware components that are specifically adapted to monitor and control the various components of each system. TSI is designated as Redmond's sole-source integrator for these systems and provides all components and software to operate the telemetry systems. Public Works strives to have consistent systems throughout Redmond by standardizing telemetry components and software programming, which expedites repairs and maintenance. Many equivalent components are not compatible with the Redmond system. Thus, using non-standard components in this project would result in additional repair and maintenance costs in the future. Resolution 1398 was adopted by Council pursuant to RCW 39.04.280(2)(a), to waive competitive bidding requirements and designate TSI as the sole-source provider for Redmond's telemetry system upgrades in 2014.

On May 6, 2022, Redmond staff received a quote from TSI for telemetry system equipment components to be used in the upgrade for 12 city water utility sites. The design of these phases of the Telemetry System upgrade was completed in October of 2021 and we are now moving to the equipment production and installation phase of the project.

Redmond will continue to ensure the City is protected in case of a cyber-attack on the telemetry system. TSI and Redmond have entered into an Information Privacy and Security Agreement along with added insurance to minimize the risk of an attack on the system.

Bid Results

The project was not competitively bid. The escalation in pricing beyond the available funding can be attributed to the following factors:

- Funding for this project was estimated a few years ago when pricing was stable. The estimate to support the funding was completed without the benefit of a detailed scope for the equipment replacement needs at each site. The design, completed in October of 2021, revealed a funding gap but this gap was not confirmed until we received pricing from TSI in May of this year.
- Recently prices for public works construction are increasing rapidly. We realized these price increases in the design estimate but that did not change the available funding set in the current CIP.

- Currently, ordering and delivery times are impacting all public works construction. Supplier price guarantees for bidding are limited in duration. These conditions present a great deal of uncertainty in pricing and justify a high price which also increases costs.

The TSI cost estimate was reviewed by the City’s peer review consultants BHC with City technical and project management staff. The BHC consultant opinion of probable costs (OPCC) for the identified work was determined to be slightly higher than the TSI estimate. Based on the analysis, the staff concluded that the pricing proposed by TSI was fair and reasonable. City staff then negotiated the final contract price with TSI.

Funding to cover the cost increase is available in the Water CIP. Currently allocated cashflow for 2022 is expected to cover expenses in 2022. Funding increases for the 2023-2024 CIP will account for the funding short fall allowing for this project to continue over the next 2-year period. Most of the expenses for this project will occur in the 2023-2024.

Staff recommends approving this contract with TSI.

Fiscal Information

Current Project Budget	
Water CIP	\$2,445,000
Additional Water CIP	\$2,760,057
Total Funding	\$5,205,057
Estimated Project Costs	
Design	\$306,000
Construction	\$3,883,143
Contingency	\$1,015,914
Total Estimated Project Cost	\$5,205,057
Budget Difference	\$0

General Services Agreement Non-Public Work

<p>PROJECT TITLE Telemetry System Upgrade Phase 2 and 3.</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p> <p>Exhibit A Scope of work Exhibit B Schedule Exhibit C Fee</p>
<p>CONTRACTOR Technical Systems Inc.</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i></p> <p>City of Redmond Mike Haley, City Project Manager, 425-556-2843</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i></p> <p>Andrew Palmberg 2303 196th St. SW, Lynnwood, WA 98036 425-775-5696 Federal ID 91-0859628</p>	<p>BUDGET OR FUNDING SOURCE Water CIP</p>
<p>CONTRACT COMPLETION DATE December 31, 2024</p>	<p>MAXIMUM AMOUNT PAYABLE \$3,581,142.50 includes 10.1% sales tax and Bonding.</p>

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

WHEREAS, the CITY has a need to have the above-referenced project performed;
and

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

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

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

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

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

3. Payment. The CONTRACTOR shall be paid for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all

{JEH563890.DOC;1/00020.030014/}

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

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

5. Extra Work.

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

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

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 12. Notwithstanding any such dispute, the CONTRACTOR shall proceed with the agreement as changed.

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

6. **Independent Contractor.** The CONTRACTOR is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or

deduct any social security, income tax, or other tax from the payments made to the CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONTRACTOR.

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

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

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

8. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

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

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

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

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

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

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

11. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for

and direction of the CONTRACTOR's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONTRACTOR shall report to and take any necessary direction from the Project Administrator.

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

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

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

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

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

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

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the

Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

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

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

Page 8 – General Services Agreement, Non-Public Work
City of Redmond, standard form

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONTRACTOR, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

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

CONTRACTOR:

CITY OF REDMOND:

By: _____
Title: _____

.Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

Scope of Supply:

Bid Item #	Description
1	<p>Well No. 1 & 2</p> <ul style="list-style-type: none"> • MCP-1501 Equipment Upgrade <ul style="list-style-type: none"> ○ Rockwell CompactLogix PLC System – Pre-wired for PLC replacement in existing control panel, existing backpan to remain. ○ DC-UPS & power supply system ○ PanelView OIT ○ Cisco managed Ethernet switch ○ Misc. terminals, fuseblocks, etc. as required • MCP-1251 Equipment Upgrade <ul style="list-style-type: none"> ○ Rockwell CompactLogix Remote-IO System – Pre-wired for PLC replacement in existing control panel ○ DC-UPS & power supply system ○ PanelView OIT ○ Cisco managed Ethernet switch ○ Misc. terminals, fuseblocks, etc. as required • RCP-1501 Control Panel <ul style="list-style-type: none"> ○ New radio control panel complete ○ DC-UPS & power supply system ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required • Installation, programming, testing, and commissioning
2	<p>Well No. 3</p> <ul style="list-style-type: none"> • MCP-3181 Equipment Upgrade <ul style="list-style-type: none"> ○ Rockwell CompactLogix PLC System – Pre-wired for PLC replacement in existing control panel, existing backpan to remain. ○ DC-UPS & power supply system ○ PanelView OIT ○ Cisco managed Ethernet switch ○ Misc. terminals, fuseblocks, etc. as required ○ New radio control panel complete ○ DC-UPS & power supply system ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required • Installation, programming, testing, and commissioning
3	<p>Well No. 4</p> <ul style="list-style-type: none"> • Removed from project

<p>4</p>	<p>Well No. 5</p> <ul style="list-style-type: none"> • MCP-5181 Equipment Upgrade <ul style="list-style-type: none"> ○ Rockwell CompactLogix PLC System – Pre-wired for PLC replacement in existing control panel, existing backpan to remain. ○ PanelView OIT ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ Misc. terminals, fuseblocks, etc. as required • VFD-5211 Equipment Upgrade <ul style="list-style-type: none"> ○ Rockwell CompactLogix Remote-IO System – Pre-wired for PLC replacement in existing control panel ○ DC-UPS & power supply system ○ Misc. terminals, fuseblocks, etc. as required • VFD-5231 Equipment Upgrade <ul style="list-style-type: none"> ○ Rockwell CompactLogix Remote-IO System – Pre-wired for PLC replacement in existing control panel ○ DC-UPS & power supply system ○ Misc. terminals, fuseblocks, etc. as required • CP-5183 HVAC Panel Equipment Upgrade <ul style="list-style-type: none"> ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required • Installation, programming, testing, and commissioning • Add CL2 Lockout override programming per Gaby e-mail request 3/15/22
<p>5</p>	<p>Education Hill Reservoirs & Pump Station</p> <ul style="list-style-type: none"> • MCP Control Panel <ul style="list-style-type: none"> ○ New MCP control panel complete ○ Rockwell Redundant ControlLogix processors with CompactLogix Remote-IO System ○ PanelView OIT ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required • Comm Shack Radio Control Panel <ul style="list-style-type: none"> ○ New control panel complete with Master Radio & Backhaul Cellular ○ Rockwell CompactLogix PLC System ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required ○ TSI to use existing omni antenna on the tank for the 450 MHz Master Radio. • Installation, programming, testing, and commissioning

<p>6</p>	<p>SE Redmond Reservoir</p> <ul style="list-style-type: none"> • MCP Control Panel <ul style="list-style-type: none"> ○ New MCP control panel complete ○ Rockwell CompactLogix PLC System ○ PanelView OIT ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required • Installation, programming, testing, and commissioning
<p>7</p>	<p>SE Redmond Pump Station</p> <ul style="list-style-type: none"> • Removed from project
<p>8</p>	<p>Perrigo Springs Reservoir & Pump Station</p> <ul style="list-style-type: none"> • MCP Control Panel <ul style="list-style-type: none"> ○ New MCP control panel complete ○ Rockwell CompactLogix PLC System ○ PanelView OIT ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required • Installation, programming, testing, and commissioning
<p>9</p>	<p>Reservoir Park Reservoir & Pump Station</p> <ul style="list-style-type: none"> • MCP-101 Equipment Upgrade <ul style="list-style-type: none"> ○ Rockwell CompactLogix PLC System – Pre-wired for PLC replacement in existing control panel, existing backpan to remain. ○ PanelView OIT ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required • Installation, programming, testing, and commissioning
<p>10</p>	<p>172nd Ave NE Supply Station</p> <ul style="list-style-type: none"> • PLC Control Panel <ul style="list-style-type: none"> ○ New PLC control panel complete to be installed within existing external enclosure ○ Rockwell CompactLogix PLC System ○ PanelView OIT ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required • Installation, programming, testing, and commissioning • Add controls that allow operators to set tank level parameters to start and stop flow per Gaby’s e-mail dated 3/15/22

<p>11</p>	<p>NE 104th Street Supply Station</p> <ul style="list-style-type: none"> ● PLC Control Panel <ul style="list-style-type: none"> ○ New PLC control panel complete (above ground NEMA-4X) ○ Rockwell CompactLogix PLC System ○ PanelView OIT ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required ● Installation, programming, testing, and commissioning ● Add controls that allow operators to set tank level parameters to start and stop flow (large side only) per Gaby's e-mail dated 3/15/22
<p>12</p>	<p>Leary Way Flow Control Station</p> <ul style="list-style-type: none"> ● PLC Control Panel <ul style="list-style-type: none"> ○ New PLC control panel complete (above ground NEMA-4X) ○ Rockwell CompactLogix PLC System ○ PanelView OIT ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required ● Installation, programming, testing, and commissioning
<p>13</p>	<p>NE 85th Street Flow Control Station</p> <ul style="list-style-type: none"> ● PLC Control Panel <ul style="list-style-type: none"> ○ New PLC control panel complete (above ground NEMA-4X) ○ Rockwell CompactLogix PLC System ○ PanelView OIT ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required ● Installation, programming, testing, and commissioning
<p>14</p>	<p>NE 90th Street Flow Control Station</p> <ul style="list-style-type: none"> ● PLC Control Panel <ul style="list-style-type: none"> ○ New PLC control panel complete (above ground NEMA-4X) ○ Rockwell CompactLogix PLC System ○ PanelView OIT ○ DC-UPS & power supply system ○ Cisco managed Ethernet switch ○ MDS Radio, antenna, coax cable ○ Misc. terminals, fuseblocks, etc. as required ● Installation, programming, testing, and commissioning

15	Spare Parts <ul style="list-style-type: none"> ○ 2 Each – DC-UPS, power supplies, PLC modules, radios, Ethernet switches, PanelView OITs ○ 10% each – relays, fuses, surge arrestors, isolators, pilot devices, panel indicators
16	FCC License & Coordination
17	Contingency for small changes if required

TSI Submittals

- Control panel submittals – Elementary wiring diagrams, elevation drawings, BOM and equipment datasheets.
- Antenna and conduit plan submittals
- Attend and Lead Twelve (12) SCADA Screen/Control Operation Workshops.
- Operation & Maintenance Manuals and record drawings.

Warranty

1-year warranty

Clarifications

- Control new panel power will be derived from the existing sources. (No new circuits).
- All mounting hardware for external equipment to be stainless-steel.
- Traffic control as required.
- Confined space entry and equipment as required.
- All conduit installed underground will be PVC.
- King County prevailing wage rate at bid date.
- Affidavit and intent to pay prevailing wage.

Exclusions

- Fiber optic cable, installation, splicing, termination, and testing.
- Relocating equipment to provide NEC required working clearances.

Please feel free to contact me to discuss any questions or comments you may have regarding this quotation.

Sincerely,

Andrew Palmberg, P.E.
Engineering Manager
 (425) 678-4104
andrewp@tsicontrols.com



Leaders in Integrated Water Solutions Since 1970

Exhibit B

Preliminary Project Schedule - Redmond SCADA Phase II Water Stations Improvements					
NTP	7/1/2022				
	(Milestone Complete Dates)				
	Design Submittals	Order Parts	Fabrication	FAT	Installation & Startup
Well Sites	10/9/2022	2/6/2023	3/18/2023	3/23/2023	6/26/2023
Reservoirs/Pump Stations	2/6/2023	6/6/2023	10/14/2023	10/19/2023	3/17/2024
Flow Control Stations	5/7/2023	9/4/2023	1/22/2024	1/27/2024	6/25/2024



Scope Letter: 7 Pages

Quote Number: 7899-05-r2

May 6, 2022

To: City of Redmond

Attn: Mike Haley

Project: Water System SCADA Phase 2 & 3 Water Station Improvements

Corporate Office
2303 196th Street SW
Lynnwood, WA 98036
Tel 425.775.5696
TSIcontrols.com

Technical Systems, Inc. (TSI) is pleased to offer our proposal for the above referenced project. The following scope of work is our understanding for the requested replacement electrical and control systems for these stations based on the attached BHC Predesign Memorandum dated October 27, 2021 with TSI edits. Please see the following pages for the detailed scope of work.

Bid Items

Bid Item #	Description	Price
1	Well No. 1 & 2	\$ 370,800.00
2	Well No. 3	\$ 281,900.00
3	Well No. 4	DELETED
4	Well No. 5	\$ 318,200.00
5	ED Hill Res & PS	\$ 366,500.00
6	SE Redmond Res	\$ 226,400.00
7	SE Redmond PS	DELETED
8	Perrigo Springs Res & PS	\$ 205,600.00
9	Reservoir Park Res & PS	\$ 237,000.00
10	172nd Ave Supply Station	\$ 173,000.00
11	NE 104th Street Supply Station (Above Ground)	\$ 217,600.00
12	Leary Way Flow Control Station (Above Ground)	\$ 229,800.00
13	NE 85th Street Flow Control Station (Above Ground)	\$ 214,800.00
14	NE 90th Street Flow Control Station (Above Ground)	\$ 260,700.00
15	Spares	\$ 65,800.00
16	FCC License	\$ 8,400.00
17	Contingency	\$ 50,000.00
Subtotal		\$ 3,226,500.00
Tax (10.1%)		\$ 325,876.50
Bonding		\$ 28,766.00
BID TOTAL		\$ 3,581,142.50

Notes:

- Quote valid for 90 days from bid date.

Mike Haley

From: Ron Dorn <Ron.Dorn@bhccconsultants.com>
Sent: Tuesday, April 26, 2022 10:31 AM
To: Mike Haley
Cc: Nathanael Palmatier
Subject: RE: Redmond SCADA Phases 2 & 3

External Email Warning! Use caution before clicking links or opening attachments.

Mike,

Nate, Jeff, and I have reviewed the information submitted by TSI.

Our observations are as follows:

- We sent you our OPCC in December. The TSI total was \$4.57 million and Innovative's total was \$0.69 million. Our OPCC is about 27% higher than TSI's proposal.
- TSI's costs should include Innovative's costs for antenna mounting, power circuit, and other similar systems for this work. TSI should state that these elements and costs are included.
- TSI excludes sales tax and bonding. That would eat up quite a bit of the 27% difference between our OPCC and TSI's proposal.
- The submittals should include As-Built drawings in addition to the O&M material.
- Andrew listed Fiber Optic Cable installation, splicing, termination, and testing as an exclusion. Fiber Optic Cabling was not in the design so that is reasonable.
- Andrew also excluded "Relocating equipment to provide NEC required working clearances." As this is design-build, I am not sure how TSI would not accommodate the NEC clearances in their design. This exclusion may need further clarification.

Our OPCC cost was higher than what TSI is proposing so we think these costs are reasonable. Our opinion was much higher on the metering sites. More detail may indicate what our opinion over-estimated at those locations.

	Actual	Difference between BHC OPCC and Actual	
	TSI Proposal	\$	%
• Well Nos. 1 & 2 and Water Treatment Facility	\$ 360,300.00	\$ 17,413.61	5%
• Well No. 3	\$ 274,600.00	\$ 13,113.61	5%
• Well No. 4	\$ 224,900.00	\$ 207,700.00	92%
• Well No. 5	\$ 314,900.00	\$ (32,300.00)	-10%
• Education Hill Reservoirs and Pump Station	\$ 301,300.00	\$ 71,300.00	24%
• SE Redmond Reservoir	\$ 212,700.00	\$ 105,013.61	49%
• SE Redmond Pump Station	\$ 245,000.00	\$ 67,600.00	28%
• Perrigo Springs Reservoir and Pump Station	\$ 203,800.00	\$ 108,800.00	53%
• Reservoir Park Reservoir and Pump Station	\$ 243,700.00	\$ 68,900.00	28%
• 172nd Avenue NE Supply Station	\$ 165,100.00	\$ 122,613.61	74%
• NE 104th Street Supply Station	\$ 202,900.00	\$ 114,813.61	57%
• Leary Way Flow Control Station	\$ 229,700.00	\$ 88,013.61	38%
• NE 85th Street Flow Control Station	\$ 217,900.00	\$ 99,813.61	46%

• NE 90th Street Flow Control Station	\$ 264,800.00	\$ 52,913.61	20%
Spare parts	\$ 124,200.00	\$ (124,200.00)	-100%
Overall	\$ 3,585,800.00	\$ 981,508.88	27%

Please let us know if you need anything else.

Thanks,

Ron Dorn, P.E.

p. 206.505.3400

d. 206.357.9904

m. 425.885.4486

e. ron.dorn@bhccconsultants.com



1601 Fifth Avenue Suite 500

Seattle, Washington 98101

www.bhccconsultants.com

This email and all attachments are confidential. For further information about emails sent to or from BHC Consultants or if you have received this email in error, please refer to <http://bhccconsultants.com/disclaimer/>

From: Mike Haley <MHALEY@REDMOND.GOV>

Sent: Monday, April 25, 2022 8:57 AM

To: Ron Dorn <Ron.Dorn@bhccconsultants.com>; Nathanael Palmatier <Nathanael.Palmatier@bhccconsultants.com>

Subject: FW: Redmond SCADA Phases 2 & 3

Ron,

I am interested in your thought on the pricing from TSI.

Mike Haley, PE

Senior Project Manager

City of Redmond

425-556-2843 mhaley@redmond.gov www.redmond.gov

MS:2NPW • 15670 NE 85th St • PO Box 97010 • Redmond, WA 98073-9710

Notice of Public Disclosure: This e-mail account is public domain. Any correspondence from or to this e-mail account is a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

From: Andrew Palmberg <andrewp@tsicontrols.com>

Sent: Friday, April 22, 2022 3:47 PM

To: Mike Haley <MHALEY@REDMOND.GOV>

Cc: Ron Dorn <ron.dorn@bhccconsultants.com>

Subject: RE: Redmond SCADA Phases 2 & 3

External Email Warning! Use caution before clicking links or opening attachments.

Mike,

Please see attached scope and pricing for the Phase 2 & 3 SCADA Water System Improvements.

Let me know if you have any questions. Have a great weekend.

Thanks,

Andrew Palmberg, P.E.

Engineering Manager
Technical Systems Inc. (TSI)
2303 196th St SW
Lynnwood, WA 98036
Dir: 425.678.4104 / Cell: 206.794.9207
E-mail: andrewp@tsicontrols.com



Leaders in Integrated Water Solutions Since 1970

Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply email.

From: Mike Haley <MHALEY@REDMOND.GOV>
Sent: Friday, April 15, 2022 1:35 PM
To: Andrew Palmberg <andrewp@tsicontrols.com>
Cc: Ron Dorn <ron.dorn@bhconsultants.com>
Subject: RE: Redmond SCADA Phases 2 & 3

Andrew,

Thank you for the update.

Mike Haley, PE
Senior Project Manager
City of Redmond

☎ 425-556-2843 ✉ mhaley@redmond.gov 🌐 www.redmond.gov

MS:2NPW • 15670 NE 85th St • PO Box 97010 • Redmond, WA 98073-9710

Notice of Public Disclosure: This e-mail account is public domain. Any correspondence from or to this e-mail account is a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.



Memorandum

Date: 6/7/2022
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-388
Type: Committee Memo

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

Parks	Loreen Hamilton	425-556-2336
-------	-----------------	--------------

DEPARTMENT STAFF:

Parks	Dave Tucheck	Parks & Facilities Operations Manager
Parks	Quinn Kuhnhausen	Facilities Supervisor

TITLE:

Award of Bid for IFB 10755-22 to Technical Waterproofing, Inc. of Seattle, Washington in the Amount of \$360,104.07 for the Redmond City Hall Exterior Sealant Project

OVERVIEW STATEMENT:

This contract with Technical Waterproofing, Inc. will provide complete exterior façade repairs due to multiple leak issues throughout the Redmond City Hall property over the last 2-3 years.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Facilities Strategic Plan
- **Required:**
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503).
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Exterior waterproofing of a facility extends the building life, mitigates costly repairs from occurring and maintains the value of the asset. Without this maintenance leaks around the exterior portions of the building would continue to worsen, requiring continual changing of ceiling tiles and could also affect indoor air quality within the building if left unaddressed for an extended period.

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:
\$360,104.07

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
City Reserves Fund for Capital Projects (City Hall)

Budget Priority:
Vibrant and Connected

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

If yes, explain:
N/A

Funding source(s):
General Government CIP

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
6/21/2022	Business Meeting	Approve

Time Constraints:

Award of bid must occur within 60 days of the bid opening (which occurred on May 6, 2022) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the contract will result in additional water damage to Redmond City Hall as well as other potential risks such as poor indoor air quality, mold, etc.

ATTACHMENTS:

- Attachment A - IFB 10755-22 Bid Submittal - Technical Waterproofing Inc.
- Attachment B - Scope of Work
- Attachment C - City of Redmond Standard Terms and Conditions

**IFB 10755-22
Redmond City Hall Exterior Sealant**

Bid Submittal Sheet

Company Name: Technical Waterproofing Inc. Contact Person: Brandon Naser

Company Address: PO Box 3633

City: Seattle, State: WA, Zip: 98124

Phone #: (206) 501 7871 Fax #: () — Email: bnaser@technicalh2o.com

This pricing is offered in response to the City's Invitation for Bid (IFB). The prices provided below are fully-burdened and represent all costs associated with the performance of the requested services, including direct labor cost, overhead, profit and any materials, equipment or tools. Removal and disposal of any scrap material is to be done in compliance with all local and federal laws and requirements. In accordance with the bid documents, these prices reflect any applicable prevailing wage rates, cost of payment and performance bonds, permits and traffic control, and any other expenses specified in the bid documents.

Bid Item No.	Description	Lump Sum Price
1	Materials / Access Equipment	\$ 100,957.00
2	Labor	\$ 219,950.00
3	Engineering	\$
4	Permitting / Bonds (premiums)	\$ 6,163.00
		Subtotal \$ 327,070.00
		Sales Tax (10.1%) \$ 33,034.07
		Total Bid \$ 360,104.07

**The City intends to award all bid items to one Contractor.



*** If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control.

Addenda:

Receipt of Addenda numbered 1 is hereby acknowledged.

Validity:

60 days calendar days from bid receipt date. The City reserves the right to request an extension of the 60-day period.

References:

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

1. Redmond Woods Campus Refresh - \$500,000. Heidi Adamsen
206-940-8711 hadamsen@kkip.com

Recaulk window perimeters, wet seal glass to frame & cast precast panels on Buildings B & C

2. Lakeplace II Costco Campus - \$681,000. Aymen Smith
Aymen.Smith@costcotravel.com

Recaulked windows, wet seal, clean & seal brick

3. Alley 24 ^{Seattle, WA} - 4 year phased project. Currently in year #3 - \$447,000
Heidi Lewandowski 206-852-6998 heidi.lewandowski@cbre.com

Recaulk precast panels, window perimeters & mitre joints on South & South West elevations

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

Washington State Contractor's License Number: TECHNWI994LB

Washington Unified Business Identifier (UBI): 602129259
(<http://bls.dor.wa.gov/file.aspx>)



Employment Security Dept. Number: 162488 004

State Excise Tax Registration Number: 09-548-3272
(<http://bls.dor.wa.gov/taxregistration.aspx>)

Industrial Insurance Coverage: 014 772 00
(<http://bls.dor.wa.gov/industrialinsurance.aspx>)

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

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

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

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

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

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

Authorized Agent: [Signature] Date: 5/5/22



SECTION 00 4333
PROPOSED PRODUCTS FORM

PARTICULARS

1.01 THE FOLLOWING ARE THE MANUFACTURERS AND MATERIALS INCLUDED IN THE BID SUBMITTED BY:

1.02 (BIDDER) Technical Waterproofing, Inc.

1.03 DATED 5/5/22.

LIST

	MATERIAL	MANUFACTURER	PRODUCT
A.	EXAMPLE	DOW CORNING	795
B.	SILICONE SEALANT:	<u>Pecora 895</u>	
C.	PRE-CURED SILICONE TAPE:	<u>Pecora Silicone Tape</u>	

END PROPOSED PRODUCTS FORM

BUILDING SPECIFIC RULES AND REGULATIONS

The "First day of Construction" relates to the first day the General Contractor, or sub-contractor arrives at the jobsite to begin work.

GENERAL CONTRACTOR REQUIREMENTS:

1. Certificate of Insurance: The General Contractor and associated sub-contractors will submit the required Certificate of Insurance. The Certificate must name, as additional insured, the following: Wright Runstad Associates Limited Partnership, Wright Runstad & Company. The Certificate Holder must name the following: Wright Runstad & Company, 1201 suite 2750, Seattle, WA, 98101. The Certificate of Insurance must be submitted to the Chief Engineer a minimum of two days prior to the first day of construction.
2. Permits: A copy of the construction permit must be submitted to the Chief a minimum of two days prior to the first day of construction. The original shall always be displayed at the job site .
3. Informational Board: The General Contractor shall establish a bulletin board at a place accessible to all workers and building personnel. This board shall be where all permits, inspection reports, MSDS, emergency contact information and related materials will be kept. Permits, inspection forms, etc shall not be taped to any wall or window.
4. Construction Debris: The General Contractor shall arrange with the Chief Engineer a means for disposal of construction debris. Under no circumstances will the General Contractor, or related trades, have a dumpster delivered without permission from the Chief Engineer. Dumpsters must be delivered after-hours and will need to be removed prior to building occupancy the next day.
5. Pre-Construction Inspection: A pre-construction inspection of the premises and other general building areas that will be used/accessed by the contractor will be made in order to inventory any pre-existing damage. This inspection will need to be scheduled with the Chief Engineer and must occur a minimum of two days prior to the first day of construction. In the event that any new damage occurs, the contractor will be fully liable for all repairs. During the inspection, it will also be determined what areas of protection to base building will be required of the Contractor. Such areas will always include windows, windowsills, wood doors, drinking fountains, and all restrooms.
6. Walk-off Mats: Damp walk-off mats are required at all areas of egress during the demolition phase. The General Contractor will appoint someone to regularly check the mats for dampness.
7. Building Protection: No items or materials may be placed on windowsills, nor "leaned" up against the windows, window frames or window mullions at any time. For construction access and egress over existing common area corridor floors, Masonite and/or plastic shall

be placed on the necessary construction traffic path and maintained accordingly. Under no circumstances will materials, tools, etc., be permitted to be stored in building mechanical or electrical rooms.

8. Project Timeline: General Contractor will submit a construction "timeline" schedule broken down by trade. Project-significant milestones must be identified. The schedule must also show the projected architect inspection date for determining substantial completion, the move-in (occupancy) date(s), and the period for punch list work. This schedule must be submitted to the Chief Engineer a minimum of two business days prior to the first day of construction. In the event of a change in schedule, the General Contractor will immediately submit an updated schedule to the Chief Engineer.
9. "High and Tight": General Contractor will direct tradesmen to install all new piping, ductwork, etc. as high and tight to the above floor slab/structure as possible. Also, all new piping, ductwork, etc. shall be installed to allow building engineers full access to all HVAC equipment, electrical junction boxes, etc. No piping should be installed under existing or new equipment that may preclude the direct lowering of such equipment in the future for service or replacement. If there are any questions, contact the Chief Engineer. The General Contractor will be liable for any materials that have to be relocated not in compliance with this rule.
10. Borrowing of Equipment: Items belonging to the building or its Tenants shall not be borrowed. This includes ladders, carts, pallet jacks, tools, etc.
11. Post-Construction Inspection: A post-construction walkthrough must be scheduled with the Chief Engineer after the punch walk through has been completed, and prior to tenant occupancy. At this time, the General Contractor will be required to return all card keys, hard keys, and determine a schedule for delivering as-built drawings for all trades. All base-building areas that may have been affected by the construction will be examined for cleanliness and damage. The General Contractor will be responsible for returning all base-building areas to the condition prior to construction.
12. Extra HVAC Charges: The General Contractor shall be invoiced for all extra HVAC charges incurred during construction. Painters, carpet installers and any trades creating a nuisance odor must request extra HVAC to purge odors. This must be scheduled with the Chief Engineer a minimum of two business days prior to odor-related work commencing. The current HVAC charge at Redmond City Hall is \$10 per hour.
13. Building Access: No later than two business days prior to the first day of construction, the General Contractor must submit a request for card keys and keys to the Chief Engineer. Failure to do so may delay the start of the project. The General Contractor is required to check out adequate card keys and keys for all workers, subcontractors and vendors. Any contractor, subcontractor or vendor who shows up to work without card key and/or key access will not be allowed access. The General Contractor will be responsible for scheduling and access of all contractors, subcontractors and vendors. The General Contractor will be held liable for any card keys, or keys not returned and will be financially liable for any charges incurred for such loss. Costs may include re-keying the building.

Elevators: The General Contractor and subcontractors must use the freight elevator only. No materials or tools may go through the main lobby or on the passenger elevators. Masonite or plywood must be put down to protect flooring when construction materials are being moved through common areas, and must be removed as soon as delivery is completed. Should the General Contractor or a subcontractor require sole use of the freight elevator, the contractor must schedule that use with the Property Management Office as soon as possible. Reservations are on a first-come, first-served basis.

14. Loading Dock: The loading dock is to be used for loading/unloading materials only. There is a 20-minute limit for loading/unloading. The World Trade Center requires a written request if any General Contractor or subcontractor must use the loading dock for longer than 20 minutes. If a contractor or subcontractor shows up to work out of the loading dock without written approval, Property Management will ask that person to immediately leave the loading dock.
15. Access to Tenant Spaces: Should a contractor require access to another tenant's space to complete work, a separate security passdown must be submitted. Please call the Chief Engineer, a minimum of two-business days prior, to arrange for a passdown. Once a passdown has been secured, Security will access contractors to the tenant space, and will stay with the contractor for a maximum of 15 minutes. In the event a contractor will need access for longer than 15-minutes, the General Contractor will be required to hire an officer, from the security service that the building contracts, to post in that tenant space. Under no circumstances shall a contractor contact any of the tenants directly.
16. Fixtures: The Chief Engineer must pre-approve any fixtures that are scheduled to be removed from the building because of demolition. Fixtures include light fixtures, exit signs, cabinets, sinks, doors, hardware, etc. Do not remove any fixtures unless directed so by the Chief Engineer.
17. Noise Restriction: All noise-related work such as ram setting walls, core drilling and roto-hammering on any floor must be done off-hours and coordinated with the Chief Engineer, who will determine when this work can be done. Typically, noisy work cannot be done between 7:00 a.m. and 6:00 p.m., Monday through Friday, or between 8:00 a.m. and 2:00 p.m. on Saturday.
18. Post-Construction Fire Walkthrough: The General Contractor must include a \$125.00 Fire Walkthrough fee in their initial bid. Once the job is complete, the Chief Engineer will hire a Fire Sprinkler contractor, not associated with the job, to do an independent walkthrough. This walkthrough will be to assess the proper installation of fire sprinklers. The General Contractor will be notified of any discrepancies found and will have two weeks to have them repaired. The General Contractor can get a waiver for these repairs, if the Fire Inspector writes a letter to the Chief Engineer indicating so.
19. As-Builts/Panel Schedules: An updated panel schedule and As-Built drawings must be delivered to the Chief Engineer, within 30 days of completion of the job.
20. Electrical: The Electrical Contractor must attend to the following items:
 - Remove all unused conduit, ceiling hangers, telecommunications cable, etc., from the ceiling plenum on all jobs.

- All abandoned circuits must be removed all the way to the panel. Under no circumstances shall abandoned circuits be permitted to be left in the junction boxes. The panel must be re-labeled.
- Field verify all locations of smoke detectors, strobes and alarm horns and modify as required.
- Demo all abandoned outlets and switches.
- Connect water heaters, heat pumps and VAV's to power.

Back-to-back outlets and rough ins between offices are not acceptable. They must always be staggered for sound control. The Electrical Contractor must also make sure that all breaker panels and receptacles are properly identified on the circuit diagrams and on the building electrical panels as they are modified. All floor penetrations in the electrical room must be fire-stopped by the completion of the job. All high voltage wiring installed in walls must be in EMT. Flexible cable is not permitted.

21. Lockout/Tagout: The World Trade Center East, North & West, under guidance from Wright Runstad & Company, has established a written Lockout/Tagout Program. Per this program, the Electrical Contractor MUST submit to the Chief Engineer that company's written Lockout/Tagout program for review. This must be submitted a minimum of one week prior to the job commencing. If the Chief Engineer determines that contractor's procedures are less stringent than the World Trade Center East, North & West plan, the Chief Engineer will supply the contractor a copy of the building's plan to the General Contractor. It will be the responsibility of the General Contractor to ensure the building Lockout/Tagout program is followed and enforced.
22. HVAC Controls: Powers controls will be provided by the building-approved mechanical contractor to control all HVAC equipment. All new HVAC equipment shall be controlled by the building energy management system. The Chief Engineer does not permit stand-alone units without written approval.
23. Plumbing: All abandoned plumbing lines are to be removed and brought back to the core or riser. Under no circumstances shall an existing water heater be permitted to be reused on a remodel, or new construction.
24. Fire Sprinklers: All fire sprinkler work must be completed after normal business hours. Contractor will coordinate with Chief Engineer all temporary shutdown (including sprinkler piping drain-down) of existing base building MEP and fire protection systems.
25. Window Coverings: Only building standard drapes will be permitted as window coverings.
26. Piping: All new piping (electrical, fire protection, plumbing, etc.) in any common area corridor must run along side of the corridor side walls stacked vertically not running side by side horizontally down the middle areas of the corridor ceiling. Corrections to this rule will be made at the contractor's expense.
27. Flooring: It is expected that the flooring contractor bid a job so as to incur minimal waste. Any remaining carpet is to be stored in the Tenant space. If the excess carpet quantity is too large to be stored in the Tenant space, the Tenant shall make arrangements to have the

carpet stored off-site. Flooring installers must contact the Chief Engineer, a minimum of two business days, to arrange for extra HVAC to dissipate odors. A flooring contractor who installs flooring without arranging for extra HVAC will be removed from the buildings list of preferred contractors and may be asked to leave the job. All carpet should be pre-cut as there are no large areas to roll out the carpet for cutting. The loading dock may not be used for cutting carpet. All pad seams must be taped with duct tape.

28. Painting: Depending on material, the Chief Engineer may request HVLP equipment. All painting, staining, etc. must be done after normal business hours. At least two days prior to painting, staining, etc., the painting contractor must supply MSDS for all material to be used. Unless requested by tenant, painting contractor must remove all unused paint from the building. The painting contractor is required to schedule extra HVAC to purge odors. Painters must contact the Chief Engineer, a minimum of two business days, to arrange for extra HVAC to dissipate odors. A painting contractor who fails to arrange for extra HVAC may be removed from the building list of preferred contractors and may be asked to leave the job.
29. Locks and Keying: All locks are to be pinned by the Engineering staff. Please contact the Chief Engineer to arrange this. The General Contractor will be charged \$28.00 per lock for labor and materials to pin the lock. Two keys are included per lock, additional keys are \$3.00 each. A two-week notice must be given to the Chief Engineer for locks to be pinned. The General Contractor will supply locks and hardware.

Any variation from the building standard hardware locking devices must be pre-approved, in writing, with the Landlord. Pre-approved variances must have the ability to receive a building standard cylinder that is pinned to the building's master keying system.

30. Strobes: The Americans with Disabilities Act requires the installation of fire strobes in all tenant spaces. The following baseline rules regarding these strobes has been established:
- If a new tenant is moving into the building, whether taking the space "as-is" or doing any portion of a remodel, strobes will be required to be installed in the entire space.
 - If an existing tenant remodels a portion of their existing space, only that portion will be required to add strobes. The "Scope of Work" as designated on the drawing will determine which area is to be upgraded.

The financial burden shall be on the part of the tenant.

31. Fire Alarm: In the event work on the floor creates a false alarm, the Property Management office can be reached at (425) 556-2893.
32. Fire Doors/Stairwell Doors: Under no circumstances will fire doors, including stairwell doors, be blocked open, or held open by any means. This includes taping the strike. Doing so will compromise the fire rating of the building.
33. Life Safety Equipment: During construction, all smoke detectors for that floor must be removed and stored in a dust-proof container. Prior to removal, the detector, and the base

must be labeled, this must be coordinated with the Chief Engineer. They must be reinstalled daily, as soon as work has concluded. The General Contractor shall ensure someone has been assigned to reinstall the detectors nightly. Failure to do so may result in termination of the General Contractor. The Property Management Office must be notified whenever the Fire and Life Safety System will be compromised. A valid Washington State driver's license will be retained by Security while the system is on bypass.

The Life Safety System must be designed according to all appropriate governing authorities. Following the completion of all work associated with the Life Safety System, the General Contractor shall test this new installation and submit a report to the chief engineer with the test results to ensure the system is fully operational and operating properly.

34. Cabling/Low Voltage: The low voltage/telecommunications contractor must install only plenum rated cable and installation must be per code. In addition, the following will be included in this contractor bid:

- Any unused cabling shall be completely removed, including any distribution equipment.
- Any new cable must be tied tight to the deck and must be suspended from it's own hangers.
- Any whips left from the hangers shall be cut back to eliminate potential safety related injuries.
- Any existing cable in the construction area must be bundled and tied up per code. If possible, tie the existing cable to the deck.
- Any floor penetrations, within the scope of work, must be fire stopped.
- All telecommunications related equipment **MUST** be installed in the tenant's leased space. Under no circumstances will tenant-specific equipment be installed in the building telephone riser closets.

39. Final Clean: Tenant shall require its general contractor to provide a final cleaning following job completion and prior to Tenant's occupancy. This cleaning shall provide the space to be "move-in" condition.

AGREED AND ACCEPTED:

BY: 

DATE: 5/5/22

FIRM: Technical Waterproofing

Redmond City Hall Exterior Sealant

IFB 10755-22 – Scope of Work

Intent

Complete exterior facade repairs due to multiple leak issues throughout the Redmond City Hall property over the last 2-3 years. Sealant failures have been shown across the entirety of the building, particularly along the curtain wall.

Scope of Work

Bidders and selected contractor are to work directly with City of Redmond consultant and project contact on the restoration of building exterior façade. Information will be provided per the additionally attached project specification RFP and sealant detail drawings. In summary the work will include a wet seal around windows, provide butt joint seals throughout area of scope and fill voids with a pre-cured silicone cut to form. Refer to attachments for full details on product specification and area of work.

Along with full RFP document requirements contractors are to provide assessment of power and access needs prior to work commencement. This should include additional outlets/power needed to perform work along with an access plan that meets safe work practices.

Contractor will at all times follow attached Contractor Rules and Regulations which will also include providing safe access to the city hall during public hours, along with additional hours as needed.

Notes

Bidder to provide all permitting, engineering and necessary code upgrade costs required to perform work. Exclusions must be outlined and be kept to a minimum to ensure project clarity. Any requested changes, or additions in scope must be submitted to the project contact(s) and will be provided to all vendors upon approval.

Additional Reference Documentation:

Attachment A1 – Project Requirements

Attachment A2 - 2021 Redmond City Hall Sealants Detail Set

Attachment A3 – RCH Tieback, Anchor & Travsafe layout

Attachment B - Redmond City Hall Contractor Rules and Regulations

**CITY OF REDMOND
PURCHASE ORDER - TERMS & CONDITIONS**

THE FOLLOWING TERMS AND CONDITIONS are agreed to by the Supplier ("Seller") whose name appears on the face of this Purchase Order and The City of Redmond ("City"). Seller hereby acknowledges and agrees that these Terms and Conditions shall apply and are hereby incorporated into this purchase order, sales order, request for service, or other agreement between Seller and The City of Redmond under which Seller agrees to provide goods or services. This agreement shall be referred to herein as a "Purchase Order".

1. Independent Contractor - Seller acknowledges that its status vis-à-vis City is that of an independent contractor, not an employee. Seller shall be solely responsible for the operation of its business and the supervision and compensation of its employees (including without limitation the payment of all business, payroll, unemployment, property, and income taxes and workers compensation payments). The City shall not (a) have any right or obligation to control or direct the results of or the means by which Seller performs its services, (b) provide Seller with any employees, transportation, facilities, equipment or supplies, or (c) reimburse Seller for any of its expenses unless expressly agreed to by City in this Purchase Order.

2. Compliance & Governing Law - The seller shall at all times comply with all applicable state and local laws, rules, ordinances and regulations. This Purchase Order shall be governed by and construed according to the laws of the State of Washington.

3. Seller's Liabilities, Indemnification and Hold Harmless - Seller shall indemnify, defend (or at the City's option), pay the costs and attorney fees of the City incurred in defending, and hold the City, its elected and appointed officials, officers, agents and employees harmless from and against any and all expenses, damages, claims or liabilities (including attorneys fees and costs) for injuries, or sickness or death to persons or damage to property, arising out of any act, error or omission of Seller, its officers, employees, agents, contractors, suppliers, licensees or invitees related to this Purchase order or the goods or services purchased hereunder, provided, however that

(a) Seller's obligation to indemnify, defend (or pay costs of defense) and hold harmless shall not apply to injuries, sickness or death of persons or damage to property which arises out of the sole negligence of the City, its elected or appointed officials, officers, agents, or employees; and

(b) regarding concurrent negligence, shall apply only to the extent of the negligence of seller, its officers, employees, agents, contractors, suppliers, licenses or invitees, and the City, its elected or appointed officials, officers, agents or employees.

If requested by City, Seller shall furnish to City a certificate of insurance showing that Seller carries adequate public liability and property damage insurance with insurers suitable to the City, in amounts acceptable to City, and adequate workers' compensation insurance (or evidence of authority to self insure). The failure by Seller to furnish such a certificate of insurance to City will not constitute a waiver of the requirement for such certificate or of any other provision on this Purchase Order.

Seller expressly waives its immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Seller's employees, and expressly agrees that the obligation to indemnify, defend and hold harmless extends to any claim, demand or action brought by or on behalf of any employee of Seller and includes any judgment, award or cost thereof, including attorney fees.

4. Acceptance - Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller.

5. Prices, Terms and Invoices - The prices for the equipment and/or services ordered there under are those specified on the face of this Purchase Order. No charges shall be made for shipping, handling, delivery, taxes or other extras unless specified on this Purchase Order. Payment is contingent upon approval of the equipment and/or services by City. Subject to the foregoing, invoices will be paid within thirty days from receipt of equipment and/or the receipt of invoice for services performed or as specified on this Purchase Order.

6. Packing, Marking and Shipping - (a) Delivery shall be f.o.b. City's destination unless otherwise stated. Seller shall not be entitled to reimbursement of transportation charges unless specified on the face of this Purchase Order. If Seller is entitled to reimbursement of charges, such charges shall be added as a separate item on City's invoice and the receipted freight bill shall be attached thereto.

(b) All shipments shall be marked and packed so as to secure the lowest transportation rates. Shipments shall be routed to the shipping address on this Purchase Order, or as otherwise instructed by the City. Seller shall reimburse City for all expenses incurred by City as a result of improper packing, marking or routing.

(c) A packing slip shall accompany each shipment, enclosed in a package marked "Packing Slip Inside". The Packing Slip and other shipping documents shall bear this Purchase Order number and shipping destination.

7. Premium Shipments - If, because of Seller's failure to meet the delivery requirements of this Purchase Order, City finds it necessary to require shipment of any of the equipment covered by this Purchase Order by a different method of transportation than that originally specified, Seller shall pay the additional shipping, handling and other charges associated therewith.

8. Delivery and Shipping Releases - Delivery dates are specified on the face of this Purchase Order. If not so specified, Seller shall not fabricate any of the equipment covered by this Purchase Order, or procure any of the materials required for their fabrication, or ship any of such equipment to City except to the extent authorized by City in writing. City shall have no responsibility for equipment for which written delivery instructions have not been provided. Shipments in excess of those authorized may be returned to Seller at Seller's expense. City may from time to time change shipping schedules specified in this Purchase Order or contained in separate written instructions.

9. Inspection - All equipment and services provided under this Purchase Order shall be subject to inspection and testing by the City to the extent practical at times and places including the period and place of manufacture; if any such inspection or test is made on Seller's premises, Seller shall furnish without additional charge reasonable facilities and assistance for the safety and convenience of the persons conducting the test. If any equipment or services are defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, the City shall have the right to reject such equipment or services, retain and correct them at Seller's expense, or require their correction by Seller. Rejected equipment shall be returned to Seller at Seller's risk and Seller shall pay the City for all packing, handling and transportation expenses incurred in connection with the rejected equipment. Records of all inspection work by Seller shall be kept complete and available to the City during the performance of this Purchase Order and for such longer period as may be required by law.

10. WARRANTY - SELLER WARRANTS THAT THE EQUIPMENT COVERED BY THIS PURCHASE ORDER WILL CONFORM TO THE SPECIFICATIONS, DRAWINGS, SAMPLES, OR OTHER DESCRIPTION FURNISHED OR SPECIFIED BY CITY, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABLE, OF GOOD MATERIAL AND WORKMANSHIP, AND FREE FROM DEFECT. SELLER WARRANTS THAT THE SERVICES, IF ANY, PERFORMED UNDER THIS PURCHASE ORDER WILL BE PERFORMED IN A

WORKMANLIKE MANNER, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, AND FREE FROM DEFECT. THE WARRANTIES AND REMEDIES PROVIDED FOR IN THIS PURCHASE ORDER SHALL BE IN ADDITION TO THOSE IMPLIED BY LAW AND SHALL EXIST NOTWITHSTANDING THE ACCEPTANCE IN WHOLE OR IN PART BY CITY OF THE EQUIPMENT AND/OR SERVICES.

11. Patents - (a) Seller warrants that the equipment purchased by City under this Purchase Order, and the sale or use of such equipment, alone or in combination with City's other equipment according to City's specifications or recommendations provided to Seller, will not infringe upon any United States or foreign patents, agrees to indemnify and hold harmless City and anyone selling or using any of City's products or services against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Seller shall, upon request of City and at Seller's own expense, defend or assist in the defense of any action which may be brought against City or those selling or using any of City's products or services by reason of any such alleged infringement.

(b) Seller hereby grants to City an express license to repair, rebuild, and relocate and to have repaired, rebuilt and relocated the equipment purchased by City under this Purchase Order.

12. Liens - All equipment to be delivered under this Purchase Order and all property to be returned to City shall be free and clear of any and all liens and encumbrances whatsoever.

13. Taxes - Unless otherwise provided in this Purchase Order, Seller shall be responsible for the payment of all federal, state or local taxes of any nature which arise out of the sale of the equipment or the provision of services there under. Any taxes which are the responsibility of the City there under shall be prepaid by Seller and added as a separate item on the City's invoice.

14. Advertising - The Seller is prohibited, without first obtaining the written consent of City, from and in any manner advertising or publishing the fact that Seller has furnished or contracted to furnish City with the equipment or services in this Purchase Order, nor may Seller operate under or otherwise use the City name or any other trade name or assumed name used by City. Seller shall not disclose any of the terms of this Purchase Order to any third party except as provided by law and/or as may be required to perform there under.

15. Use - The equipment and services contracted for in this Purchase Order are to be for the use of the City, and/or its suppliers. All equipment contracted for may be subjected to further processes of manufacture, combined with any articles, or put to any use whatsoever, by City, or its suppliers, as it or they may elect, and in no event shall any claim for royalty or other additional compensation be made by Seller, by reason of such manufacture, combination or use.

16. Drawings, Specifications and Technical Information - Drawings, data, designs, inventions and other technical, engineering or scientific information supplied by City shall remain City property and shall be returned to City upon completion of this Purchase Order or upon demand. Any information which Seller may disclose to City with respect to the design, manufacture, sale or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for such Purchase Order, and Seller shall not assert any claim (other than a claim for a patent infringement) against City by reason of City use thereof. The purchase price of this Purchase Order is, in part, consideration for any design work performed by Seller in connection with this Purchase Orders and incorporated in the equipment and services to be delivered there under. Seller shall not supply such design work to any other party without City's written permission.

17. City Property - Any property used by Seller but owned, furnished, charged to, paid for, or provided by City, including but not limited to materials, tools, dies, plates, jigs, patterns, fixtures, equipment and any replacements thereof, shall be the property of the City subject to removal and inspection by the City at any time without cost or expense to the City. All such property shall be used by Seller only for performance under this Purchase Orders and shall be adequately insured

for the City's protection. Seller shall assume all liability including loss of use for and maintain and repair such property and return the same to the City in good condition, reasonable wear and tear excepted.

18. Excusable Delays - (a) Neither City nor Seller shall be liable for delay in performance there under arising from (1) acts of God or a public enemy, (2) acts of the Government of the United States or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, (3) acts of any person engaged in subversive activity or sabotage, (4) fires, floods, explosions, or other catastrophes, (5) epidemics and quarantine restrictions, (6) strikes, slowdowns, lockouts or labor stoppages or disputes of any kind, (7) freight embargoes, (8) unusually severe weather, (9) delays of a supplier due to any of the above causes or events, or (10) causes or events beyond the control and without the fault or negligence of the City or Seller in failing to perform there under.

(b) In the event of a failure by Seller to perform arising from any of the causes or events set forth in subparagraph (a) of this paragraph, City shall be entitled to obtain equipment or services covered by this Purchase Order elsewhere for the duration of such failure and to reduce, pro tanto the quantity or amount of equipment or services ordered from Seller under all this Purchase Order. Upon cessation of the condition causing the delay in performance, all performance requirements shall resume, unless this Purchase Order has been terminated as provided in paragraph 21.

19. Changes - City may at any time, by written change order, make changes in (1) the drawings, designs, and/or specifications applicable to the equipment and/or services covered by this Purchase Order, (2) the method of shipment and packing and/or (3) the place of delivery. If any such changes affect the time for performance or the cost of manufacturing the equipment or furnishing the services, City shall make an equitable adjustment in the purchase price or the delivery schedule, or both, provided that any claim by Seller for adjustment under this clause must be submitted in writing to City within 30 days from the date of receipt by Seller of the notification of change. Seller shall not make any changes in the design or composition of any equipment ordered or services performed under this Purchase Order without the prior written approval of City.

20. Substitutions - No substitutions will be permitted unless mutually agreed to by both parties. Any such substitution shall be in writing and made prior to delivery. If any substitutions are permitted under this order, the market value of the substitute must be of equal or greater value.

21. Termination at Option of City - (a) Performance under this Purchase Order may be terminated by City at its option, in whole or in part at any time with written notice to Seller, notwithstanding the existence with respect to Seller of any of the causes or events specified in Paragraph 18 above.

(b) After receipt of a notice of termination Seller shall, unless otherwise directed by City, immediately terminate the performance of all services and the manufacture and/or shipment of all equipment under this Purchase Order, and shall, unless otherwise directed by City, (1) terminate all orders and subcontracts relating to the performance of the work and settle all claims arising out of such termination, subject to the approval or ratification of City; (2) transfer title and deliver to City (i) all completed equipment which conforms, in quality, to the requirements of this Purchase Order and does not exceed, in quantity, the amount authorized for production by City, and (ii) all reasonable quantities (but not in excess of amounts authorized by City) of work in process and materials produced or acquired to perform there under which are of a type and quality suitable for producing equipment which conforms to the requirements of this Purchase Order and which cannot reasonably be used by Seller in producing equipment for itself or for its other customers; (3) take all action necessary to protect property in Seller's possession in which City has or may acquire an interest; and (4) submit to City promptly, but not later than three (3) months from the effective date of termination, its termination claim, in the form and with the certification prescribed by City; provided, however, that in the event of failure of Seller to submit its termination claim within such period, City may determine notwithstanding the provisions of

subparagraph (c) hereof, on the basis of information available to it, the amount, if any, due Seller with respect to the termination and such determination shall be final. No termination claim will be paid where termination was due to a default in the part of the Seller.

(c) If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation due Seller for such termination, City, in addition to making prompt payment of amounts due for equipment delivered or services rendered prior to the effective date of termination, will pay to Seller (without duplication) the actual costs incurred by Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this order, including the cost of discharging liabilities which are so allocable or apportionable. Such costs shall exclude the cost of discharging liabilities for parts, materials and services not received by Seller before the effective date of termination. Payments made under this subparagraph (c) shall not exceed the aggregate price specified in this Purchase Order, less payments otherwise made or to be made.

(d) With the consent of City, Seller may retain at an agreed price or sell at an approved price any completed equipment, or any equipment, materials, work in process or other things the cost of which is allocable or apportionable to this Purchase Order under subparagraph (c) above, and will credit or pay the amount so agreed or received as City directs.

(e) The provisions of this paragraph 21 shall not apply if this Purchase Order is terminate by City for the default of Seller pursuant to paragraph 22 hereof.

22. Termination for Default of Seller - Subject to paragraph 18 above, whenever Seller (1) refuses or fails to make deliveries of the equipment or perform services called for in this Purchase Order within the time specified in this Purchase Order or in written instructions issued to Seller, or (2) otherwise defaults in the performance of this Purchase Order, City may terminate this Purchase Order, in whole or in part, effective ten (10) days after mailing of notice of default, unless Seller shall, within such period, cure such default.

23. Effect of Invalidity - The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of other conditions.

24. Remedies - The remedies herein shall be cumulative, and in addition to any other remedies available in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision.

25. Modification of Purchase Order and Non-Assignment - This Purchase Order, together with any written instruction issued there under, contains the complete and final agreement between City and Seller and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon City unless made in writing and signed by the City's authorized representative. Except as provided in this Purchase Order, Seller shall not delegate in any manner to any other person the performance of any work or the supplying of any equipment or services under this Purchase Order. Seller may assign monies due and to become due under this Purchase Order, provided, however, that City shall be entitled to assert against the assignee thereof all rights, claims, and defenses of every type (including without limitation, rights of setoff, recoupment, and counterclaim), which City could assert against Seller, whether acquired prior or subsequent to such assignment.

26. Notice of Labor Disputes - (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order; Seller shall immediately give notice thereof and all relevant information to the City.

(b) Seller agrees to insert the substance of this clause, including this paragraph (b), in any subcontract (including any purchase order) there under as to which a labor dispute may delay the timely performance of this Purchase Order, except that each such subcontract shall provide that in the event any actual or potential labor dispute is delaying or threatens to delay timely performance, the subcontractor shall immediately notify its next higher tier subcontractor, or Seller, as the case may be, of all relevant information.



Memorandum

Date: 6/7/2022
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-380
Type: Committee Memo

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

Parks	Loreen Hamilton	425-556-2336
-------	-----------------	--------------

DEPARTMENT STAFF:

Public Works Eric Dawson Senior Engineer		
--	--	--

TITLE:

Redmond Senior and Community Center Award of General Contractor/Construction Manager (GC/CM) Construction Contract Maximum Allowable Construction Cost (MACC) #1

OVERVIEW STATEMENT:

Staff will be requesting approval for award of construction contract with Absher Construction Company (Absher) of Puyallup, WA in the amount of \$26,936,974 (includes sales tax). MACC #1 includes site/civil, aggregate piers, foundations and structural concrete, timber structure, mechanical, electrical, plumbing, fire protection, and solar. MACC #2 (Exterior walls, Interior tenant improvements) will be presented at a later date.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - Envision Redmond Senior Center Building Stakeholders Report March 2020
 - Redmond Community Strategic Plan
 - 2017 Community Priorities for the Future of Redmond’s Community Centers Report
 - Redmond Comprehensive Plan
 - Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
 - Redmond Facilities Strategic Management Plan
 - 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B
- **Required:**
City Comprehensive Plan: FW-23, CC-12, PR-19, PR-35, PR-36, PR-37, PR-38, UC-19, UC-20, DT-12, and DT-15,

Redmond Zoning Code-RZC 21.10.070, RCW 39.10

• **Council Request:**

N/A

• **Other Key Facts:**

The GC/CM construction contract we are using for this project is based on the University of Washington's GC/GM contract that has been used successfully on a number of projects and has been reviewed and edited by the City's construction attorney.

OUTCOMES:

Approval for the award of MACC #1 which will allow construction to begin.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

See Attachment A - Community and Stakeholder Outreach and Involvement

• **Outreach Methods and Results:**

See Attachment A - Community and Stakeholder Outreach and Involvement

• **Feedback Summary:**

See Attachment A - Community and Stakeholder Outreach and Involvement

BUDGET IMPACT:

Total Cost:

\$48 million

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

CIP

Budget Priority:

Infrastructure, Healthy and Sustainable, Vibrant and Connected

Other budget impacts or additional costs:

Yes

No

N/A

If yes, explain:

Market rates, inflation, and an active construction market continue to drive up construction costs

Funding source(s):

2023-2024 CIP: \$17.116 million

State Capital Adopted Budget: \$1.25million

Surplus Park Impact Fees from 2019-2020: \$1.648 million

Surplus REET from 2019-2020: \$2.486 million

General Fund available cash from the 2019-2020 biennium and the 2021 fiscal year, surplus REET and park impact fees from the 2021 fiscal year: \$9.5 million

Councilmanic bonds: \$16 million

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	See Attachment B: Council Review Previous Contacts	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
6/21/2022	Business Meeting	Approve

Time Constraints:

City staff is striving to minimize schedule risk to meet the promised facility opening date in late 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Delay in the construction start date will have a direct effect on the building opening date

ATTACHMENTS:

Attachment A - Community and Stakeholder Outreach and Involvement

Attachment B - Council Review Previous Contacts

Attachment C - Construction Contract

Redmond Senior and Community Center Update
Attachment A – Community/Stakeholder Outreach and Involvement

- **Timeline (previous or planned)**

01/09/2020	Stakeholder Conference Call
01/15/2020	Public Meeting - Facilitated by EnviroIssues and Patano
01/16/2020	Lunch Briefing with Seniors
01/23/2020	Public Meeting - Facilitated by EnviroIssues and Patano
02/06/2020	RYPAC Senior Center Discussion
02/10/2020	Community Centers Open House - Facilitated by Patano
02/24/2020	Stakeholder Meeting #1 - Facilitated by EnviroIssues
03/05/2020	Stakeholder Meeting #2 - Facilitated by EnviroIssues
12/14/2020	Project Update for Stakeholder Group and “Meet and Greet” with Architect Team
01/11/2021	Project Stakeholder Group Meeting #1
01/25/2021	Project Stakeholder Group Meeting #2
02/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
02/17/2021	First Online Questionnaire Launches (Closed On 03/10/2021)
02/24/2021	Virtual Public Meeting #1 (Senior Focused Daytime & General Public Evening)
03/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
03/01/2021	Project Stakeholder Group Meeting #3
03/22/2021	Project Stakeholder Group Meeting #4
03/24/2021	Virtual Public Meeting #2 (Senior Focused Daytime & General Public Evening)
03/24/2021	Second Online Questionnaire Launches (Closed on 04/03/2021)
05/24/2021	Project Stakeholder Group Meeting #5
06/14/2021	Project Stakeholder Group Meeting #6
10/11/2021	Project Stakeholder Group Meeting #7
11/15/2021	Project Stakeholder Group Meeting #8
01/10/2022	Project Stakeholder Group Meeting #9
02/28/2022	Project Stakeholder Group Meeting #10
Monthly Briefings	Parks and Trails Commission
Monthly Briefings	Arts and Culture Commission
Monthly Briefings	Senior Advisory Committee

Redmond Senior and Community Center Update
Attachment B – Council Review Previous Contacts

Date	Meeting	Requested Action
09/17/2019	Business Meeting	Receive Information
12/03/2019	Business Meeting	Receive Information
02/11/2020	Study Session	Receive Information
02/25/2020	Committee of the Whole - Finance, Administration, and Communications	Receive Information
03/03/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/02/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/23/2020	Study Session	Receive Information
07/07/2020	Committee of the Whole - Parks and Human Services	Receive Information
07/28/2020	Study Session	Receive Information
08/04/2020	Committee of the Whole - Parks and Human Services	Receive Information
08/11/2020	Committee of the Whole - Planning and Public Works	Provide Direction
09/01/2020	Committee of the Whole - Parks and Human Services	Provide Direction
09/15/2020	Business Meeting	Approve
10/22/2020	Special Meeting	Approve
12/01/2020	Committee of the Whole - Parks and Human Services	Receive Information
01/05/2021	Committee of the Whole - Parks and Human Services	Approve
01/19/2021	Business Meeting	Approve
02/09/2021	Committee of the Whole - Planning and Public Works	Approve
02/16/2021	Business Meeting	Approve
03/09/2021	Study Session	Receive Information
04/06/2021	Committee of the Whole - Parks and Human Services	Receive Information
04/20/2021	Business Meeting	Approve
05/04/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/01/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/22/2021	Study Session	Receive Information
07/06/2021	Business Meeting	Receive Information
07/20/2021	Business Meeting	Approve
08/24/2021	Committee of the Whole - Finance, Administration, and Communications	Receive Information
09/07/2021	Committee of the Whole - Parks and Human Services	Receive Information
09/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction
09/21/2021	Business Meeting	Approve
10/05/2021	Committee of the Whole – Parks and Human Services	Receive Information
10/26/2021	Study Session	Receive Information
11/01/2021	Business Meeting	Approve
01/25/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
02/01/2022	Business Meeting	Receive Information
02/15/2022	Business Meeting	Approve

02/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/01/2022	Business Meeting	Approve
03/08/2022	Study Session	Provide Direction
03/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
04/05/2022	Business Meeting	Approve
05/03/2022	Committee of the Whole - Planning and Public Works	Provide Direction

City of Redmond, Washington
General Contractor/Construction Manager
(GC/CM) Contract

Redmond Senior and Community Center

ARTICLE 1 DEFINITIONS..... 1

ARTICLE 2 THE CONTRACT DOCUMENTS 2

ARTICLE 3 WORK OF THIS CONTRACT 2

ARTICLE 4 RELATIONSHIP OF THE PARTIES 4

ARTICLE 5 DATE OF COMMENCEMENT, TIME OF COMPLETION, LIQUIDATED DAMAGES 5

ARTICLE 6 TOTAL CONTRACT COST 6

ARTICLE 7 SUBCONTRACTING 11

ARTICLE 8 MISCELLANEOUS PROVISIONS 12

**GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GC/CM)
CONSTRUCTION CONTRACT**

THIS CONTRACT is made and entered into by and between the **City of Redmond, Washington (City)**, and **Absher Construction Company (GC/CM)** hereinafter referred to as Parties for construction of the Redmond Senior and Community Center (Project). This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing, and compensating for, all work identified herein.

In Consideration of the mutual covenants and agreements of the Parties herein contained, the GC/CM agrees to furnish all material, labor, tools, equipment, apparatus, incidentals, facilities, etc., necessary to perform and complete in an acceptable manner all general contractor and all construction management services, and the Work defined in the Contract Documents for a total not to exceed Total Contract Cost (TCC) of **\$ 24,465,916.76** as shown in Exhibit 2 Construction Cost Summary which includes the **Percent Fee of the MACC of 4.1%**.

This Contract is entered into pursuant to the provisions of RCW 39.10.210 and 39.10.340 through 39.10.410. Contractor agrees, as required by RCW 39.10.350, if the Work cannot be completed for the agreed Maximum Allowable Construction Cost (MACC), excepting increases due to City directed changes, or other unforeseen conditions, any and all additional costs shall be the sole responsibility of the GC/CM and GC/CM hereby assumes liability for such costs without reimbursement by the City.

ARTICLE 1 DEFINITIONS

- 1.1 In addition to the definitions set forth in the General Conditions, the following definitions shall apply to this Contract.
 - 1.1.1 "Architect": The "Architect" or "A/E" refers to Opsis Architecture, LLP.
 - 1.1.2 "Construction Work": The term Construction Work shall mean all Work performed during the construction phase of the Project.
 - 1.1.3 "Owner's Representative": "Owner's Representative" or "OR" refers to person or entity engaged by the City to assist with the management of the Project and refers to D.Becker Consulting, LLC.
- 1.2 The following documents are herein incorporated into this Contract and comprise the Contract Documents.
 - 1.2.2 General Conditions for the Redmond Senior and Community Center dated 31-May-22
 - 1.2.3 Exhibit 1 – Summary Matrix of Cost Allocation dated 31-May-22
 - 1.2.4 Exhibit 2 – Construction Cost Summary dated 31-May-22
 - 1.2.5 Exhibit 3 – List of Drawings and Specifications dated 31-May-22
 - 1.2.6 Exhibit 4 – Negotiated Support Services dated 31-May-22
 - 1.2.7 Exhibit 5 – Contract Allowances dated 31-May-22
 - 1.2.8 Exhibit 6 – Prevailing Wage Schedule 31-May-22
 - 1.2.9 Change Orders issued after award of this Contract

ARTICLE 2 THE CONTRACT DOCUMENTS

- 2.1 The Contract Documents, as defined in Article 1, of this Contract, form the complete agreement between the Parties, and are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representation, or agreements, either written or oral, including, but not limited to, the Preconstruction Services Contract. In the event of any inconsistencies between the component parts of the Contract Documents, the order of precedence of the documents shall be as stated in Part 1.02 of the General Conditions.
- 2.2 In the event of a conflict or inconsistency between Exhibit 1 – Summary Matrix of Cost Allocation and this Contract, Division 00 and Division 01, then this Contract, Division 00, and Division 01 shall take precedence over Exhibit 1.

ARTICLE 3 WORK OF THIS CONTRACT

- 3.1 The GC/CM will work collaboratively and proactively with the City, the Owner's Representative and Architect to proceed with the planning and development of the Work in a manner which supports the City's efforts to keep costs within the City's budget and in a manner that supports the City's overall objectives for the Project. The GC/CM shall provide Construction Management (CM) and General Contractor (GC) services throughout the Project.
- 3.1.1 Phases. The development of the Project may be comprised of various phases of construction and permitting to expedite the Project.
- 3.1.2 LEED: The LEED goal for this Project is (USGBC) LEED-NC (New Construction) Version 4/4.1 with a Gold certification. Projects achieve LEED certification by earning points in the following specific categories of environmental performance: a) sustainable sites; b) water efficiency; c) energy and atmosphere; d) materials and resources; e) indoor environmental quality; and f) innovation and design. The Contractor shall work collaboratively and proactively throughout all Phases of the Project, including construction, to achieve this goal.
- 3.1.3 CPARB Reporting: GC/CM shall provide, and require its subcontractors to provide, the City with any project information required to be submitted in accordance with the provisions of chapter 39.10.350(1)(i). RCW and the requirements of the Capital Projects Advisory Review Board (CPARB).
- 3.2 Work During Construction.
- 3.2.1 During construction the GC/CM shall provide all services required of a general contractor and construction manager to execute the Work. Some details of GC/CM's work are provided below but this list shall in no way limit the GC/CM's overall duty to provide GC/CM services.
- 3.2.2 Meetings.
- 3.2.2.1 The GC/CM shall conduct weekly Construction Progress Meetings to be attended by City, Owner's Representative and Architect to review the status of the work, weekly look-ahead schedules, logs, and other information of construction activities to support such meetings. The GC/CM will record and distribute meeting minutes for same.

- 3.2.2.2 The GC/CM shall conduct weekly safety meetings, maintain minutes for each meeting, and provide to the City when requested.
 - 3.2.2.3 The GC/CM shall conduct regular subcontractor meetings, maintain minutes for each meeting and provide to the City when requested.
 - 3.2.2.4 The GC/CM will attend monthly project review meetings with the City and Owner's Representative until Final Completion is achieved, or as otherwise approved by the City. The Project Manager and Project Executive shall attend the monthly project review meetings. The purpose of the meetings is to review project issues and develop a plan for resolution of issues.
- 3.3.3 Superintendence/Coordination.
- 3.3.3.1 The GC/CM shall be responsible for superintendence, providing ongoing coordination between crafts, job site safety, housekeeping, quality control, settling disputes between Subcontractors.
 - 3.3.3.2 The GC/CM will review, coordinate, and forward submittals, substitution requests, and Requests for Information (RFIs) to the Owner's Representative for action.
 - 3.3.3.3 The GC/CM will provide proposals and negotiate Change Order Requests with the City.
 - 3.3.3.4 The GC/CM shall coordinate all Change Orders with the Subcontractors.
 - 3.3.3.5 The City expects the Contractor to negotiate with Subcontractors but reserves the right to reject any Subcontractor proposal.
 - 3.3.3.6 The GC/CM will respond to all correspondence related to the effort required for any procurement activities including that arising from a Subcontractor's inability or unwillingness to perform.
- 3.3.4 Planning and Layout. The GC/CM shall be responsible for the planning and layout of the Work, and for the coordination of layout work provided by separate trades for their own work, to ensure that no conflict exists with the work of other trades.
- 3.3.5 Staffing. The GC/CM shall provide sufficient staff of project managers, superintendents, field engineers, surveyors, health and safety officers, Contractor Quality representatives, testing engineers, scheduling engineers, cost engineers, clerical, commissioning manager, and accounting personnel, etc. to ensure that:
- 3.3.5.1 Change Order Proposals are submitted to the City within ten (10) business days of the receipt of a change order request by the GC/CM. The City expects the GC/CM to review and negotiate Subcontractor's proposals before submitting them to the City. Only changes negotiated between GC/CM and Subcontractor should be submitted to the City.
 - 3.3.5.2 RFIs are reviewed and forwarded to the Owner's Representative as expeditiously as possible to not cause delay to the Project.
 - 3.3.5.3 Submittals are reviewed for completeness and forwarded to the Owner's Representative within ten (10) business days of receipt.
 - 3.3.5.4 Replies to correspondence from City, and other outside agencies are provided within seven (7) calendar days.

- 3.3.5.5 For a minimum of sixty (60) calendar days after Substantial Completion or until Final Completion is achieved, whichever is later, provide adequate qualified on-site staff that is authorized to act on behalf of the GC/CM to coordinate and ensure that any outstanding work items, Punch Lists, testing and commissioning are completed, at no additional cost to the City.
- 3.3.5.6 All requirements of the Contract Documents are satisfied.
- 3.3.6 Inspections. Special inspection required by the appropriate building officials and regulatory agencies will be provided by the City. The GC/CM shall be responsible to ensure that the City's inspectors are given notice within 48 hours and are afforded timely and appropriate access to the Work to make their inspections. No work shall be closed-in until satisfactory inspections have been performed.
- 3.3.7 Building Permit Change. The GC/CM shall perform all work required to make Building Permit changes and updates. Building Permit changes and updates, if approved by the City, shall be incorporated into the appropriate subcontract package(s) and the Contract Documents by Change Order.
- 3.3.8 Certificate of Occupancy. The GC/CM shall obtain a Certificate of Occupancy and the required operating permits necessary for the City to take beneficial occupancy of the Project or any partially completed portion of the Project when notified in writing by the City.
- 3.3.9 Substantial Completion. Substantial Completion, for purposes of Section 6.07 of the General Conditions and Article 5 of this Contract, shall include those activities necessary to: a.) obtain a Certificate of Occupancy; and b.) compliance with the requirements of Section 01 77 00, "Closeout Procedures."

3.4 Work During Commissioning

- 3.4.1 The City shall hire an independent Commissioning Authority. The GC/CM shall provide a Test Engineer and all support activities required by Division 01 of the Specifications.

ARTICLE 4 RELATIONSHIP OF THE PARTIES

4.1 General.

- 4.1.1 The GC/CM accepts the relationship of trust and confidence established by this Contract and covenants with the City to cooperate with the City, Owner's Representative, and Architect through every Phase of the Work and utilize the GC/CM 's best skill, efforts and judgment in furthering the interests of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the City. The GC/CM recognizes that the City has a separate agreement with the Architect to design the Project and to provide certain construction administration services necessary to ensure that the construction is in accordance with the Contract Documents. The GC/CM further recognizes that in order for the Project to be completed on time and within budget, the GC/CM, the Architect, Owner's Representative and the City will have to closely cooperate on a regular basis to revise plans, Drawings, Specifications, materials, methods, estimates, schedules, and budgets as necessary to meet the City's financial constraints.

- 4.1.2 The City agrees to exercise best efforts to assist the GC/CM to perform the Work in the best way and most expeditious manner by timely furnishing and approving information required by the GC/CM and making payments to the GC/CM in accordance with the requirements of the Contract Documents.

4.2 Partnering.

- 4.2.1 The City and GC/CM agree to utilize the "partnering" concept for this Project. Partnering emphasizes a cooperative approach to problem-solving involving all key parties to the Project: City, Owner's Representative, Architect, GC/CM and principal Subcontractors.
- 4.2.2 Two workshops to define partnering relationships will be scheduled not-to-exceed one day each or as mutually agreed. The City, Owner's Representative, Architect, and the GC/CM will participate in one partnering session during preconstruction as soon as practicable. The City, Owner's Representative, Architect, GC/CM, and principal Subcontractors when known, shall participate in a second partnering session. Principal Subcontractors can include: electrical, mechanical, sheet rock installer, and others as the GC/CM and City jointly agree are appropriate. The purpose of the workshops shall be:
 - 4.2.2.1 To establish mutual understanding of partnering concepts.
 - 4.2.2.2 To develop the mission statement and goals for the Project for all parties.
 - 4.2.2.3 To develop a process so that critical issues can be quickly resolved.
- 4.2.3 The City will be responsible for providing the facilities for the workshops, as well as a facilitator and any workshop materials. The GC/CM shall pay one-third ($\frac{1}{3}$) of the costs for the facilitator and facilities not-to-exceed Two Thousand Dollars (\$2,000.00). The GC/CM and Subcontractors are expected to provide key Project personnel for the workshop at no additional cost to the City.
- 4.2.4 At the conclusion of each workshop, it is anticipated that a definitive working arrangement for partnering will be agreed upon and committed to in writing by the participants. Parties may withdraw from the partnering arrangement upon written notice to the others. Should the partnering arrangement be terminated, claims or disputes settled, or changes approved during the existence of the partnering arrangement shall not be affected.

ARTICLE 5 DATE OF COMMENCEMENT, TIME OF COMPLETION, LIQUIDATED DAMAGES

- 5.1 Subject to Funding. If the City determines, in its sole discretion, that sufficient funds are not available, then the City shall have the right to immediately terminate this Contract for its convenience at any time. In the event it does so, it will compensate the Contractor for the value of the services it has performed, if any. However, the GC/CM shall not be entitled to any compensation for damages, lost profits, or payment of any other kind.
- 5.2 Time is of the Essence. It is understood that time is of the essence in performing the Work, and the GC/CM shall provide the necessary equipment, personnel and services to commence on the date this Contract is executed and be substantially complete within the time periods set forth herein.
- 5.3 Date of Commencement. The date of commencement of all work including the Construction Work shall be by a *Notice to Proceed* letter to the GC/CM specifying the work that is being authorized. Any work performed prior to issuance of the Contract or *Notice to Proceed* shall be at the GC/CM's sole risk and expense.

- 5.4 Substantial Completion. The City anticipates issuing a *Notice to Proceed* regarding the Construction Work on or about June 25, 2022. This *Notice to Proceed* will allow the GC/CM to begin site mobilization and then begin construction. All Work delineated in the Contract Documents shall be substantially complete within **Four Hundred and Eighty (480)** calendar days of the date specified in the *Notice to Proceed* to begin Construction Work.
- 5.5 Substantial Completion Liquidated Damages. For failure to achieve Substantial Completion by the time specified for Construction Work in section 5.4 herein, GC/CM shall pay City **\$ 2,500.00** per day in liquidated damages for each and every calendar day from the date when Substantial Completion should have been achieved to the date Substantial Completion is achieved.

ARTICLE 6 TOTAL CONTRACT COST

- 6.1 General. The TCC has been mutually negotiated and agreed to by the Parties. The GC/CM agrees that the Project is adequately defined, that Construction Documents included in Exhibit 3 to this Contract provide sufficient information and has determined that the Project is sufficiently clear and understandable for the Contractor to agree to the TCC in this Contract. The TCC is defined in Exhibit 2.
- 6.1.1 This Contract is entered into pursuant to the provisions of RCW 39.10.210 and 39.10.340 through 39.10.410. GC/CM agrees, as required by RCW 39.10.350, if the Work cannot be completed for the agreed MACC any additional costs, except as provided below, shall be the responsibility of the GC/CM and GC/CM hereby assumes liability for such costs without reimbursement by the City. City agrees that cost increases due to City directed changes and unforeseen site conditions are the City's responsibility.
- 6.2 Determination. The TCC was determined through a negotiation of the MACC conducted prior to execution of the Work. The MACC negotiations are separate from and not part of the Preconstruction Services work. The GC/CM will not be reimbursed for MACC negotiations work.
- 6.3 Preconstruction Services. Prior to execution of this Contract, Preconstruction Services were provided pursuant to the Preconstruction Services Contract. The money paid by the City to the GC/CM under the Preconstruction Services work is not included in the TCC.
- 6.4 Total Compensation. Any amount that exceeds the TCC to will be at the GC/CM's sole cost and expense unless there are scope changes authorized by Change Order or Amendment.
- 6.5 Maximum Allowable Construction Cost ("MACC").
- 6.5.1 Calculation. The MACC is the amount, mutually agreed to between the City and GC/CM that is required to complete all Work as described in the Contract Documents. The negotiated MACC shall include funds for all costs to construct the Project including the Risk Contingency and Negotiated Support Services. The MACC does not include the following:
- 6.5.1.1 Preconstruction Services work.
 - 6.5.1.2 Fixed Amount of Specified General Conditions work.
 - 6.5.1.3 Percent Fee.
 - 6.5.1.4 Other changes due to unforeseen site conditions and regulatory changes at variance with the Contract Documents.
 - 6.5.1.5 Washington State Sales Tax.

- 6.5.2 GC/CM Responsibility: The GC/CM shall be responsible for: a.) all costs related to Subcontractor claims or charges that result from mistakes or omissions in the subcontract buyout; b.) coordination errors and coordination omissions related to the Coordinated Shop Drawings work of specification Section 01 33 00 "Submittal Procedures;" c.) interference between Subcontractor and the GC/CM; d.) interference between Subcontractors; e.) the GC/CM 's failure to coordinate the Work it self-performs with Work of other Subcontractors; and f.) all costs related to damage or loss of the Work or materials or equipment except damage or loss caused by the City.
- 6.5.3 Construction Cost Summary: As part of the MACC negotiations, a complete Construction Cost Summary shall be provided by the GC/CM at execution of this Contract and at execution of any Contract Change Order that modifies the MACC. The Construction Cost Summary shall be in the format provided in Exhibit 2, herein.
- 6.5.4 Contingency Accounts:
- 6.5.4.1 Risk Contingency Account
- 6.5.4.1.1 A Risk Contingency Account has been established as identified in Exhibit 2, *Construction Cost Summary*. The Risk Contingency Account is included in the MACC.
- 6.5.4.1.2 The GC/CM may utilize the Risk Contingency Account established herein to pay for items for which it is responsible, as defined in paragraph 6.5.2 herein, provided Contractor may only utilize the Risk Contingency Account to cover costs related to damage or loss to the Work or materials or equipment, when: (1) the Risk Contingency Account has not already been expended, (2) the loss occurs prior to substantial completion, (3) it cannot be determined which subcontractor or GC/CM may have caused the damage or loss, and (4) the City agrees to waive the provisions of Section 5.08 F of the General Conditions and authorizes the use of the Risk Contingency Account for this particular purpose.
- 6.5.4.1.3 The GC/CM may not use the Risk Contingency Account for items that are defined as Percent Fee or as Specified General Conditions in sections 6.6.1 and 6.6.2 herein.
- 6.5.4.1.4 The GC/CM's use of the Risk Contingency Account must be approved in advance by the City. The GC/CM shall provide the City monthly updates on the use of the Risk Contingency Account. Any funds remaining in the Risk Contingency Account shall be returned to the City with the corresponding Percent Fee. No incentives may be paid to the GC/CM from this Account or savings from this Account.
- 6.5.4.2 Design Contingency Account
- 6.5.4.2.1 A Design Contingency has been established as identified in Exhibit 2, *Construction Cost Summary*. The Risk Contingency Account is included in the MACC.
- 6.5.4.2.2 The design was not 100% complete when this contract is awarded, therefore a Design Contingency is established to cover changes to the design that were not contemplated or anticipated when the TCC was established.

- 6.5.4.2.3 The GC/CM may not use the Design Contingency Account for items that are defined as Percent Fee, Specified General Conditions in Sections 6.6.1 and 6.6.2 herein or as defined in the Risk Contingency in Section 6.5.4.1.
- 6.5.4.2.4 The GC/CM's use of the Design Contingency Account must be approved in advance by the City. The GC/CM shall provide the City monthly updates on the use of the Design Contingency Account. Any funds remaining in the Design Contingency Account shall be returned to the City with the corresponding Percent Fee. No incentives may be paid to the GC/CM from this Account or savings from this Account.
- 6.5.5 Negotiated Support Services (NSS). The costs for items identified as NSS in Exhibit 1 "*Cost Allocation Matrix*" to this Contract shall be specifically identified and included in the MACC and identified as the "Negotiated Support Services" costs to be reimbursed by the City. The GC/CM will be compensated for NSS costs as defined in Exhibit 3. The costs for management required to administer the NSS Work shall be included in the Fixed Amount for Specified General Conditions.
- 6.5.5.1 Building Information Modeling (BIM): The Project partners, including GC/CM, will use BIM as a tool for collaboration, information sharing, estimating, planning and coordination. GC/CM's direct costs for its BIM management program, including a BIM integrator, shall be reimbursable as a Negotiated Support Service as defined herein.
- 6.5.5.2 Subcontractor costs for management and participation in BIM shall not be included in Negotiated Support Services and shall be included in the subcontract bid packages within the Subcontract Plan defined in paragraph 6.5.6 herein.
- 6.5.6 Subcontract Plan: Upon execution of this Contract, the GC/CM shall submit to the City a Subcontract Plan developed during MACC negotiations in a format satisfactory to the City, outlining the Subcontract packages and procurement schedule for each package the GC/CM intends to prepare to execute the Project. The Subcontract Plan shall include a statement regarding the work the GC/CM intends (if any) to submit a bid to self-perform and an affidavit stipulating that such work is customarily performed by the GC/CM.
- 6.5.7 Amendments to the MACC and TCC: After execution of the Contract, the City and GC/CM may negotiate additional scopes of work that will be added to the Contract through an Amendment. That Amendment will increase the Scope of Work, MACC and TCC to cover work not included in the initial Contract. The MACC and TCC will be determined as defined in Article 6 herein.

6.6 Percent Fee and Specified General Conditions.

- 6.6.1 Percent Fee. The GC/CM submitted a dollar amount on the Form of Proposal which represented the Percent Fee stated as a percentage of the estimated MACC. The actual Percent Fee of the MACC stated on page one (1) of this Contract is a set dollar amount calculated by multiplying the proposed fee percentage by the actual negotiated MACC. The Percent Fee amount shall be adjusted based on deductive or additive change orders by multiplying the proposed fee percentage by the actual amount of the change order. If the MACC varies more than fifteen percent (15%) from the estimated MACC stated on the Proposal Form due to requested and approved changes in the scope by the City, the Percent Fee shall be renegotiated. The Percent Fee shall cover the following:

- 6.6.1.1 All profit of the GC/CM for this Project.
- 6.6.1.2 All regional and home office overhead expenses, including labor and materials, travel, phone, facsimile, postage, and other incidental office expenses attributed to work on this Project that is not specifically identified in the Specified General Conditions Work.
- 6.6.1.3 All overhead expenses of the GC/CM for participation in and the support of the Subcontractor bidding process of the Project.
- 6.6.1.4 Other than retail sales tax, the Percent Fee shall cover all taxes owed by the GC/CM including City and State B&O tax.
- 6.6.1.5 GC/CM's performance and payment bonds.
- 6.6.1.6 GC/CM's liability insurance coverage.
- 6.6.2 Specified General Conditions Work. This Contract identifies the dollar amount for the "Fixed Amount for Specified General Conditions" Work. The Specified General Conditions Work shall consist of all requirements of the Contract contained in the General Conditions, the GC/CM Contract, and the Division 01 Specifications. Exhibit 1 "*Summary Matrix of Cost Allocation*" to this Contract summarizes the costs associated with Specified General Conditions Work. Any cost that is not specifically identified in the "*Summary Matrix of Cost Allocation*" shall be covered by the amount bid for Specified General Conditions, unless otherwise identified in this Contract. Specified General Conditions Work must be performed at the expense of the GC/CM and may not be made part of a subcontract bid except when so required by the Specifications and approved by the City.

6.7 Subcontract Buyout Procedure.

- 6.7.1 Award to Low Bidder. When subcontract bid packages are awarded, they shall be awarded to the eligible (as defined in RCW 39.10.400) responsible bidder submitting the low responsive bid (subject to RCW 39.04.350).
- 6.7.2 Updated Subcontract Plan and Other Requirements. Before soliciting subcontract bids the GC/CM shall submit, for review and approval by the City: a) an updated Subcontract Plan outlining the subcontract packages with bid package estimates and a procurement schedule for each package; b) an Outreach Plan for inclusion of small business entities and disadvantaged business enterprises describing the specific activities and strategies the Contractor will undertake; c) bidding advertisements, forms and instructions; d) standard Subcontractor agreements; and e) an updated Summary Schedule.
 - 6.7.2.1 No "Allowances" shall be included in Subcontractor bid documents if not included in the MACC negotiations or without prior approval of the City. Denial or approval of any allowance shall not result in a change in the MACC. If the City agrees an allowance is appropriate within a Bid Package Estimate the following procedures will be implemented:
 - a. Contractor will provide a schedule of Allowances included in the Bid Package Estimate.
 - b. Allowances will be tracked by GC/CM on a Time & Materials (T&M) basis and shown on the Schedule of Values as a discrete line item for each appropriate Subcontractor.
 - c. A deductive Change Order will be issued at the end of the Project for any remaining Allowances.

- 6.7.2.2 The GC/CM shall assist the City to identify and procure late bid packages that are determined by the City to be beneficial in providing the latest “state of the art” technologies or equipment for the Project.
- 6.7.3 Bid Documents Reproduction Costs. Reproductions of bid sets as required for bidding and conformed documents to provide a consolidated Construction Document due to phased permitting and partial Construction Document issuance will be reimbursed by the City.
- 6.7.4 Bidding. The GC/CM shall bid out subcontracts in accordance with its approved updated Subcontract Plan and in accordance with all requirements stipulated in RCW 39.10.340 through 39.10.410. During subcontract buyout, the Contractor may request a change in its Subcontract Plan, and the City will not unreasonably withhold approval, provided the sum of all bids received plus the remaining bid package estimates in the Subcontract Plan as revised does not exceed the estimated total MACC.
- 6.7.5 Negotiations. If the low responsive bid for a particular bid package is greater than the bid package estimate, then the provisions of RCW 39.10.380(6) shall apply. If the lowest responsive bid does not exceed the bid package estimate by One Hundred Twenty-Five Thousand Dollars (\$125,000) for bid packages below Ten Million Dollars (\$10,000,000), or two percent (2%) for bid packages with bid package estimates greater than Ten Million Dollars (\$10,000,000), then the GC/CM may negotiate an adjustment to that bid based upon agreed changes to the subcontract package between the City and GC/CM to bring the bid within the amount of the bid package estimate, which, for purposes of this Contract, shall be considered to be the “Available Funds.” All time delays and costs, including A/E costs associated with the negotiations and/or changes to the Construction Documents shall be the responsibility of the GC/CM.
- 6.7.6 Bonds. For subcontract bid packages with a bid estimate over \$300,000 the GC/CM shall require a bid bond in the amount of 5% of the amount bid from Subcontractors who bid. The GC/CM shall require a performance and payment bond from all Subcontractors who are awarded a contract over \$300,000, in the amount of the subcontract. The GC/CM may require a performance and payment bond of any other Subcontractor, provided that such requirement is set forth in the subcontract bid documents. The GC/CM acknowledges that all costs of subcontractor bonding are included in the negotiated MACC on page 1 of this Contract.
- 6.7.7 Award or Rebid. If the GC/CM chooses not to negotiate under the provisions of section 6.7.5 above or if the low conforming bid exceeds the bid package estimate by more than the amount permitting negotiations, the GC/CM shall, at the sole discretion of the City, either award the bid package to the low responsive responsible bidder or shall rebid the bid package at no additional cost to the City. Provided unusual circumstances exist, GC/CM may request and City, at its sole option may agree to a change in the scope of the work for the bid package. The GC/CM may then rebid, but all time delays, including construction schedule impacts, and costs to rebid, including reproduction costs and any consultant or Architect costs to the City associated with changes to the Construction Documents, shall be the responsibility of the GC/CM and the MACC shall not be changed.
- 6.7.8 Bid Protest. Except where the GC/CM is seeking to self-perform work or the protest is made pursuant to RCW 39.10.385, GC/CM shall be responsible for reviewing and responding to bid protests and shall adhere to the requirements of RCW 39.10.380 in the event of a bid protest.
- 6.7.9 Savings. If the GC/CM is successful in awarding contracts for all of its subcontracts in its approved updated Subcontract Plan in an amount less than the negotiated MACC, any

remaining savings shall be returned to the City along with the Percent Fee percentage multiplied by the savings or utilized to fund additive alternates or other Work as directed by the City.

- 6.7.10 Subcontractor Non-Performance. If any Subcontractor to whom a bid package has been awarded is unable to perform for whatever reason, the GC/CM shall have the option to rebid or negotiate for the performance of the work or perform the work itself. The GC/CM shall bear all risk and/or be responsible for cost overruns occasioned by a Subcontractor's inability to perform.
- 6.7.11 Owner-Furnished Equipment. The GC/CM shall perform all work required to subcontract the installation of city furnished contractor installed and city existing contractor installed equipment.
- 6.8 Contractor Cost Accounting.
- 6.8.1 Accounting. Starting with the award of the first bid package, the GC/CM shall, in accordance with directions given and formats developed by the City, provide City with monthly reports, including but not limited to, showing expenditures on all bid packages, all Contract changes, and all NSS costs including forecast-to-Final Completion updates. GC/CM claims shall be accounted for separately.
- 6.9 Performance and Payment Bond. Prior to execution of this Contract by the City the GC/CM shall provide the City with performance and payment bonds in a form and with a surety acceptable to the City for the full amount of the TCC, plus Washington State sales tax.

ARTICLE 7 SUBCONTRACTING

- 7.1 Competitive Bidding Required. Other than the Specified General Conditions and NSS work, all Work on the Project shall be competitively bid with public bid openings. Subcontract work shall not be issued for bid until the Contractor has completed the requirements of section 6.7.2 herein.
- 7.2 Self-Performance by GC/CM. The GC/CM may bid on subcontract work and/or supply of equipment and materials which it customarily performs or supplies. GC/CM's interest in the Work shall not diminish its duty to aggressively seek competition for bid packages. In the event the GC/CM will be bidding on subcontract work, the bid opening will be managed by the City and notice of the GC/CM's intention to bid shall be included in the public solicitation for bids for that bid package. In no event may the value of the subcontract work performed by the GC/CM exceed thirty percent (30%) percent of the MACC. The GC/CM must provide staff to superintend and manage subcontract packages it undertakes that is separate and distinct from the staff involved in the management of this Contract. In no event may the GC/CM or its subsidiaries assign warranty responsibility or the terms of its contract or purchase order with vendors for equipment or material purchases to subcontract bid package bidders or subcontractors who have been awarded a contract.
- 7.3 Subcontractor Bid Packages. The GC/CM may: a.) with approval by the City organize and solicit bids for the subcontract work in whatever combinations or packages it chooses; b.) not use any Allowances except as provided in section 6.7.2.1 herein; and c.) not use any Alternates without approval of the City, unless such Alternates were specified in the MACC.
- 7.3.1 GC/CM shall submit: a) a draft and final bid package specific scope of work, and; b) Bid Forms for each subcontract package for City's review prior to bidding. Changes to the final bid package documents shall not occur without City's approval.

- 7.4 Cost of Subcontracting Process. As part of the Specified General Conditions Work the GC/CM shall be responsible for all costs associated with the subcontracting process including, but not necessarily limited to:
- 7.4.1 Developing solicitations for subcontract packages, except for solicitations executed under the process set forth in RCW 39.10.385, which shall be compensated under the Agreement for Preconstruction Services.
 - 7.4.2 Subcontract procurement.
 - 7.4.3 Site tours.
 - 7.4.4 Responding to questions from bidders.
 - 7.4.5 Providing bid opening facility.
 - 7.4.6 Bidding in accordance with the requirements of this Section.
 - 7.4.7 GC/CM award.
- 7.5 Solicitations of Subcontractors. Solicitations of Subcontractors by the GC/CM shall be made in accordance with the following procedures:
- 7.5.1 The Owner's Representative will be present at each bid opening to observe the procedure. In the event the GC/CM is bidding on a subcontract package, the City will conduct the bid opening.
 - 7.5.2 Solicitations for bids will be advertised in advance in the "Public Notice" section of the Seattle Daily Journal of Commerce newspaper.
 - 7.5.3 Bidders may obtain the bid results by telephone from the GC/CM. All such calls will be referred to the GC/CM.
 - 7.5.4 Responsiveness requirements and bidding procedures will be described in each bid solicitation and, along with subcontractor MWBE joint venture requests, will be reviewed with the City prior to each bid opening.
- 7.6 Subcontract Agreements. Subcontract agreements used by the GC/CM shall be in compliance with all of the applicable provisions of chapter 39.10 RCW.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 GC/CM Staffing
- 8.1.1 GC/CM agrees to provide all professional personnel necessary to perform the required services including the individuals named in the Table 1 Key Personnel, below who were named in the GC/CM's proposal submitted in response to the City's Request for Proposals for GC/CM Services for the Project. Except in the event of the death of the employee or their termination of employment with the GC/CM, these Key Personnel shall remain assigned to the Project and shall be performing the work for the duration of the Project unless otherwise agreed to in writing by the City.
 - 8.1.2 Key Personnel (to be included in executed contract based on individuals identified in selected GC/CM's proposal)

Position Title	Name of Individual
Corporate Executive/Sponsor	Luis Castaneda / Doug Orth
Project Manager	Keara Flynn
Project Superintendent	Joe Turner

Table 1 – Key Personnel

8.1.3 The GC/CM was awarded this Contract due in part to the qualifications of Key Personnel included in the GC/CM’s submittal of qualifications under the requirements of RCW 39.10.360. GC/CM’s failure to use such Key Personnel after award of the Contract shall constitute a material breach of Contract entitling the City at its option to any and all remedies, including but not limited to specific performance, revocation of the Contract Award, refusal to authorize Notice to Proceed, suspension of Work for such time period as is necessary for GC/CM comply with the Contract by mobilizing the specific individuals, and/or termination of the Contract for default, pursuant to Section 19.b. If City elects to continue the Work with GC/CM’s replacement of a person listed as Key Personnel, in addition to all other remedies available to City, the GC/CM agrees to pay a liquidated damage amount as defined in Table 2. GC/CM acknowledges these amounts are not a penalty and they instead constitute a reasonable estimate of damages to the City associated with the replacement of the Key Personnel on which the City relied for the award of this Contract.

Position Title	Liquidated Damage Amount
Corporate Executive/Sponsor	\$5,000.00
Project Manager	\$7,500.00
Project Superintendent	\$7,500.00

Table 2 – LD Amount

8.1.4 The GC/CM will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by the City, the City considers such removal necessary and in the best interest of the Project. The City will notify the GC/CM in writing and allow a reasonable period of time for the transition to substitute personnel. The substitute personnel must demonstrate their qualifications indicated in the Request for Proposals (RFP) for their respective role(s), and experience as requires to successfully perform such duties. The City shall have the right to determine in their sole discretion whether the substitute personnel are qualified to work on the Project.

8.2 Insurance. The GC/CM shall provide the insurance as defined in the General Conditions.

8.3 Audit. Owner shall have the right to audit. Upon request by City, GC/CM shall provide City full access to all of GC/CM’s and its Subcontractors’ data, records, accounts or materials relevant to the performance of this Contract.

8.4 Sales Tax. The actual amount of sales tax to be paid to the GC/CM will be based on the then current sales tax percentage applied to actual MACC progress payments, inclusive of approved change orders. The GC/CM shall not include sales tax as part of the TCC in its pay applications, but the appropriate amount of sales tax will be added by the City to each progress payment collected by the GC/CM from the City, and paid to the State by the GC/CM.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

APPROVALS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed effective on the date of last signature below.

GC/CM

CITY OF REDMOND, WASHINGTON

Signature

Mayor

Printed

Date

Title

Date

Federal Tax ID No.

GC/CM / Contractor's Registration No.

Address for Giving Notices

Address for Giving Notices

Attested:

Approved to form:

CITY CLERK

CITY ATTORNEY

Date

Date

Section	Description	Page
PART 1 – GENERAL PROVISIONS		3
1.01	Definitions	3
1.02	Order of Precedence.....	6
1.03	Execution and Intent	6
PART 2 – INSURANCE AND BONDS		7
2.01	Bond Requirements	7
2.02	General Insurance Requirements	8
2.03	Additional Insured	8
2.04	Subcontractors	9
2.05	Verification of Coverage	9
2.06	Coverages and Limits	10
PART 3 – TIME AND SCHEDULE		13
3.01	Progress and Completion	13
3.02	Construction Schedule.....	13
3.03	City’s Right to Suspend the Work for Convenience.....	14
3.04	City’s Right to Stop the Work for Cause	14
3.05	Delay	14
3.06	Notice to City of Labor Disputes	15
3.07	Damages for Failure to Achieve Timely Completion	15
PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS		16
4.01	Discrepancies and Contract Document Review	16
4.02	Project Record	17
4.03	Shop Drawing Submittals	17
4.04	Organization of Specifications	18
4.05	Ownership and Use of Drawings, Specifications, and Other Documents	19
PART 5 – PERFORMANCE		19
5.01	Contractor Control and Supervision	19
5.02	Permits, Fees, and Notices	21
5.03	Patents and Royalties	21
5.04	Prevailing Wages	21
5.05	Hours of Labor	22
5.06	Nondiscrimination	22
5.07	Safety Precautions	23
5.08	Operations, Material Handling, and Storage Areas.....	25
5.09	Prior Notice of Excavation	25
5.10	Unforeseen Physical Conditions.....	26
5.11	Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements.....	26
5.12	Layout of Work	26
5.13	Material and Equipment.....	27
5.14	Availability and Use of Utility Services	27
5.15	Tests and Inspection.....	27
5.16	Correction of Nonconforming Work.....	29
5.17	Clean Up	30
5.18	Access to Work	30

5.19	Other Contracts	30
5.20	Subcontractors and Suppliers.....	30
5.21	Warranty of Construction.....	31
5.22	Indemnification.....	32
PART 6 – PAYMENTS AND COMPLETION		32
6.01	Total Contract Cost	32
6.02	Schedule of Values.....	32
6.03	Application for Payment.....	33
6.04	Progress Payments	34
6.05	Payments Withheld	35
6.06	Retainage and Bond Claim Rights.....	35
6.07	Substantial Completion	35
6.08	Prior Occupancy.....	36
6.09	Final Completion, Acceptance, and Payment.....	37
PART 7 – CHANGE TO THE WORK, MACC, TCC, AND/OR CONTRACT TIME.....		37
7.01	Change in the Work	37
7.02	Pricing Change Order Work	39
7.03	Request for Equitable Adjustment	42
7.04	Change in the Contract Time	43
7.05	Time for the City’s Response to Contractor Requests.....	44
PART 8 – CLAIMS AND DISPUTES RESOLUTION		44
8.01	Claims Procedure.....	44
8.02	Final Resolution of Claims.....	46
8.03	Claims Audits	46
PART 9 – TERMINATION OF THE WORK.....		48
9.01	Termination by City for Convenience	48
9.02	Termination by City for Cause	49
PART 10 – MISCELLANEOUS PROVISIONS.....		50
10.01	Governing Law	50
10.02	Successors and Assigns	50
10.03	Meaning of Words	50
10.04	Rights and Remedies	51
10.05	Contractor Registration	51
10.06	Time Computations	51
10.07	Records Retention	51
10.08	Third-Party Agreements	51
10.10	Business Opportunity Requirements.....	51
10.10	Asbestos.....	53
10.11	Headings and Captions	53

PART 1 – GENERAL PROVISIONS

1.01 Definitions

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified parts, sections and paragraphs, and the titles of other documents or forms.
1. "Amendment" is an agreed on change to the scope of the work as defined in the Contract Documents and requires City Council Approval. The Amendment can result in an adjustment to the Total Contract Cost, if any, and an adjustment in the Contract Time, if any. The City will assign a number to each Amendment.
 2. "Architect" or "A/E" means a person or entity lawfully entitled to practice architecture and/or engineering and the entity preparing the drawings and specifications that will be used to construct the Project.
 3. "City" is the Owner and means the City of Redmond, Washington, its staff and consultants. The City will provide the GC/CM with the names of staff and consultants responsible for management of the Contract and Work.
 4. "Change Order" means a written instrument signed by City and GC/CM stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Total Contract Cost, if any, and (3) the extent of the adjustment in the Contract Time, if any. The City will assign a number to each Change Order for tracking and payment.
 5. "Change Order Proposal" is a written proposal by the GC/CM to the City responding to the City's Change Proposal Request. The Change Order Proposal will be the basis for negotiating the value and/or time required to provide the Work defined in the Change Order Request.
 6. "Change Proposal Request" is a request by the City to change the Work, Total Contract Cost and/or Contract Time.
 7. "City Council" is the entity in the City that will approve award of the Contract and Final Acceptance of the Project.
 8. "Claim" means Contractor's exclusive remedy for resolving disputes with City regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
 9. "Contract" is the signed agreement by the City and GC/CM defining the Work, Total Contract Cost, and Contract Time.
 10. "Contract Documents" means those items so designated in the Contract, and which together comprise the Contract.
 11. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.

12. "Cost Allocation Matrix" shows how the GC/CM will be compensated for its cost of the work. The Cost Allocation Matrix is included in the Contract Documents.
13. "Contractor" is used with "GC/CM" and "General Contractor/Construction Manager" interchangeably in this Contract. It has the same definition as "General Contractor/Construction Manager," below.
14. "Days" in this contract refers to calendar days.
15. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
16. "Exhibit" means a document, referred to in the Contract, which is attached and establishes contract requirements.
17. "Final Acceptance" means the written acceptance issued to GC/CM by City after GC/CM has completed the requirements of the Contract Documents.
18. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents.
19. "General Contractor/Construction Manager" (GC/CM or GCCM) means a firm with which the City has selected and negotiated a Maximum Allowable Construction Cost to provide services during the design phase and to act as general contractor and construction manager during the construction phase to complete the Work. The terms "GC/CM" and "Contractor" are used interchangeably in this Contract.
20. "Maximum Allowable Construction Cost" (MACC) is the agreed-upon cost of the work to construct the project. The MACC can only be changed by approved change orders or amendments.
21. "Negotiated Support Services (NSS)" are items GC/CM would normally manage and/or perform on a construction project as identified in the Cost Allocation Matrix.
22. "Notice" means a written communication as defined in the Contract and General Conditions which is to be delivered to an individual or a member of the firm or entity or to an officer of the corporation for which it was intended. Notices must be signed by an authorized representative of the firm or entity. Notices can be delivered or sent by registered or certified mail, to the business address included in the Contract. A Notice sent via email must have an electronic signature by an authorized representative of the firm or entity.
23. "Notice to Proceed" means a notice from City to GC/CM that defines the date on which the Contract Time begins.
24. "Percent Fee" is the percentage amount on the MACC to be earned by the GC/CM as overhead and profit and as further defined in the GC/CM Contract. Items included in the Percent Fee are identified in the Cost Allocation Matrix.

25. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
26. "Prior Occupancy" means City's use of all or parts of the Project before Substantial Completion.
27. "Progress Schedule" means a schedule of the Work also known as the Construction Schedule, in a form satisfactory to City, as further set forth in section 3.02.
28. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by City or by separate contractors.
29. "Project Management Plan" is a Plan developed by the City highlighting processes and procedures as defined in the Contract Documents. The Plan can include forms that can be used by the project team.
30. "Project Record" means the separate set of Drawings and Specifications as set forth in section 4.02A.
31. "Punch List" is a list developed at the time of substantial completion that itemizes all remaining work tasks before the project reaches final acceptance.
32. "Request for Equitable Adjustment" or "request for equitable adjustment" is a request by the GC/CM for an adjustment to the Total Contract Cost or Contract Time as a result of a changed condition or direction by the City as more fully set forth in section 7.03.
33. "Schedule of Values" means a written breakdown allocating the total Contract Sum to categories of Work, in such detail as requested by City, as more fully set forth in section 6.02. The Schedule of Values will be used to support progress payment requests by the GC/CM to the City.
34. "Shop Drawings" means documents and other information required to be submitted to the City by GC/CM for review by the City and Architect pursuant to the Contract Documents, showing in detail the proposed fabrication and assembly of structural elements and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, product data sheets, schedules, performance and test data, samples, and similar materials furnished by GC/CM to explain in detail specific portions of the Work required by the Contract Documents.
35. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
36. "Specified General Conditions" while similar to those items defined as Negotiated Support Services the GC/CM would normally manage or perform on a construction project, they were included in the GC/CM proposal and are identified in the Cost Allocation Matrix.

37. "Subcontract" means a contract entered into between the GC/CM and Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
38. "Subcontractor" means any person, other than GC/CM, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
39. "Substantial Completion" means that stage in the progress of the Work where City has full and unrestricted use and benefit of the facilities for the purpose intended, as more fully set forth in section 6.07.
40. "Supplier" means an entity providing materials or equipment to the Project to be incorporated into the work or used to facilitate construction of the project.
41. "Total Contract Cost" (TCC) means the fixed amount for the detailed Specified General Conditions work, the negotiated Maximum Allowable Construction Cost, and the Percent Fee on the negotiated Maximum Allowable Construction Cost.
42. "Unilateral Change Order" means a written instrument signed by City stating the following: (1) a change in the Work; (2) the amount of the adjustment in the Total Contract Cost, if any, and (3) the extent of the adjustment in the Contract Time, if any. Any Unilateral Change Order issued by the City will be referred to a Change Order and the numbering will be consistent with the numbering provided to Change Orders.
43. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 Order of Precedence

- A. Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:
 1. Change Orders to signed GC/CM Contract
 2. Signed GC/CM Contract
 3. GC/CM General Conditions
 4. Division 01 Specifications
 5. Specifications—provisions in Division 02 through 50
 6. Drawings—in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.

1.03 Execution and Intent

- A. GC/CM makes the following representations to City:

1. The Total Contract Cost is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
2. GC/CM has carefully reviewed the Contract Documents, visited and examined the Project site, is familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality of the Work, quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
3. GC/CM is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
4. GC/CM is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 – INSURANCE AND BONDS

2.01 Bond Requirements

- A. GC/CM shall furnish a Performance Bond and Payment Bond, each in compliance with Chapter 39.08 RCW and in an amount at least equal to the TCC, as security for the faithful performance and payment of all of GC/CM's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the warranty period, whichever is later, except as provided otherwise by Laws or Regulations or the Contract Documents. GC/CM shall also furnish such other bonds as are required by the Contract Documents.
- B. The performance bond and labor and material payment Bond shall be executed and sealed by duly licensed sureties registered with the Washington State Insurance Commissioner. The sureties' name(s) shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner, and the surety shall meet, at a minimum, A.M. Best's Key Rating A-; VII or higher. The City may require the sureties to appear and qualify themselves on the bond evidence of authority shall show that it is effective on the date the agent or attorney-in- fact signed the accompanying bond.
- C. If the surety on a bond furnished by GC/CM is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then GC/CM shall promptly notify the City and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- D. GC/CM shall promptly furnish additional security required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

1. Owner has a reasonable objection to the surety; or
2. Any surety fails to furnish reports on its financial condition if required by the City.

2.02 General Insurance Requirements

- A. Prior to commencement of the Work, GC/CM shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to City that such insurance has been procured. Review of the GC/CM's insurance by City shall not relieve or decrease the liability of GC/CM.
- B. The certificate holder shall be:

City of Redmond, Washington
PO Box 97010
Redmond, WA 98073-9710
- C. The GC/CM shall procure and maintain the insurance described in all subsections of Part 2 of these General Conditions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- D. The GC/CM shall keep this insurance in force without interruption from the commencement of the GC/CM's Work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated below.
- D. The GC/CM's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The GC/CM shall provide the City and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The GC/CM shall not begin work under the Contract until the required insurance has been obtained and approved by the City.
- G. Failure on the part of the GC/CM to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the GC/CM to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the City, offset against funds due the GC/CM from the City.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

2.03 Additional Insured

- A. All insurance policies, with the exception of Workers Compensation, and of Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or

endorsements required herein. The City of Redmond and its officers, elected officials, employees, consultants (DBecker Consulting, LLC, Opsis Architecture, LLP), and agents shall be listed as primary, non-contributory additional insured.

- B. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the GC/CM, irrespective of whether such limits maintained by the GC/CM are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the GC/CM pursuant to section 2.04 describes limits lower than those maintained by the GC/CM.
- C. For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

2.04 Subcontractors

- A. The GC/CM shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the GC/CM -provided insurance as set forth herein, except the GC/CM shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.
- B. The GC/CM shall ensure that all Subcontractors of every tier add all entities listed in section 2.02 as additional insureds, and provide proof of such on the policies as required by that section as detailed in section 2.02 using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- C. Upon request by the City, the GC/CM shall forward to the City evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in section 2.04 Verification of Coverage.

2.05 Verification of Coverage

- A. The GC/CM shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the GC/CM delivers the signed Contract for the work. Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of GC/CM's obligation to maintain such insurance.
- B. Verification of coverage shall include:
 - 1 An ACORD certificate or a form determined by the City to be equivalent.
 - 2 Copies of all endorsements naming City and all other entities listed in section 2.02 as additional insured(s), showing the policy number. The GC/CM may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
 - 3 Any other amendatory endorsements to show the coverage required herein.
 - 4 A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

- 5 The GC/CM shall provide the City with a new certificate confirming renewal and/or changes to the policy whenever the policy is changed or renewed or at least once a year, whichever occurs first.
- C. GC/CM shall provide a full and certified copy of the Builder's risk policy when the GC/CM delivers the signed Contract for the work. Upon request by the City, the GC/CM shall forward to the City a full and certified copy of the other required insurance policy(s).

2.06 Coverages and Limits

- A. The insurance shall provide the minimum coverages and limits set forth below. GC/CM's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the GC/CM to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- B. All deductibles and self-insured retentions must be disclosed and are subject to approval by the City. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the GC/CM. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the GC/CM.
- C. Commercial General Liability
 - 1 Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.
 - 2 The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
 - 3 GC/CM shall maintain Commercial General Liability Insurance arising out of the GC/CM's completed operations for at least three years following Substantial Completion of the Work.
 - 4 Such policy must provide the following minimum limits:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury each offence
 - \$1,000,000 Stop Gap / Employers' Liability each accident
- D. Automobile Liability
 - 1 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.
 - 2 Such policy must provide the minimum limit of \$1,000,000 Combined single limit each accident.

- E. Workers' Compensation: The GC/CM shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- F. Excess or Umbrella Liability
1. The GC/CM shall provide Excess or Umbrella Liability insurance with limits of not less than \$5,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the GC/CM's Commercial General and Auto Liability insurance
 2. All entities listed under section 2.03 shall be named as additional insureds on the GC/CM's Excess or Umbrella Liability insurance policy.
 3. This requirement may be satisfied instead through the GC/CM's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.
- G. Marine Pollution
1. The GC/CM shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.
 2. Such policy must provide the minimum limits, or statutory limits of liability as applicable, whichever is higher: \$1,000,000 per Occurrence.
- H. Builder's Risk
1. GC/CM shall purchase and maintain Builder's Risk insurance covering interests of the City, the GC/CM, and Subcontractors of every tier, as Named Insureds, in the Work. The Builder's Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. Such insurance shall cover resulting "soft costs" including but not limited to design costs, licensing fees, Architect's and Engineer's fees, and costs due to delay in completion.
 2. Builder's Risk insurance shall be written in the amount of the completed value of the project, with no coinsurance provisions. Such policy must provide coverage in the amount of the completed value of the project and deductibles that comply with the following:

Deductibles not to exceed:
Flood: 2% of the Value at Time of Loss, subject to a \$250,000 Minimum
Earthquake: 5% of the Value at Time of Loss, subject to a \$250,000 Minimum
Earth Movement: 5% of the Value at Time of Loss, subject to a \$250,000 Minimum
All Other Perils: \$50,000
Soft Costs: \$50,000, with no more than 7-day waiting period
 3. The Builders Risk insurance covering the work shall have maximum deductibles as listed above for each occurrence. The deductible(s) shall be the responsibility of the GC/CM.
 4. The GC/CM shall provide the City with a full and certified copy of the insurance policy when the GC/CM delivers the signed Contract for the work. Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the

insurance documentation provided shall not be construed as a waiver of GC/CM's obligation to maintain such insurance.

5. The Builders Risk insurance shall be maintained until final acceptance of the Work by the City.
 6. The GC/CM and the City waive all rights against each other and any of their Subcontractors of every tier, agents, and employees, officers, and officials, for damages caused by fire or other perils to the extent covered by Builder's Risk insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement.
 7. Any insured loss under the builder's risk and other policies of property insurance required by section 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
 8. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by section 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
 9. If no other special agreement is reached, GC/CM shall repair or replace the damaged Work, using allocated insurance proceeds.
- I. Pollution Liability
1. The GC/CM shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:
 - a. GC/CM's operations related to this project.
 - b. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
 - c. Transportation of hazardous materials away from any site related to this project.
 2. All entities listed under section 2.03 shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.
 3. Such Pollution Liability policy shall provide the following minimum limits: \$5,000,000 each loss and annual aggregate.

PART 3 – TIME AND SCHEDULE

3.01 Progress and Completion

- A. GC/CM shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a sixty (60) days thereafter.

3.02 Construction Schedule

- A. The GC/CM will develop the construction schedule in conjunction with the MACC and Total Contract Cost. This construction schedule will become the Baseline Progress Schedule for the project and used as the basis for schedule updates and revisions after Notice to Proceed with construction.
- B. The Construction Schedule shall show the sequence in which GC/CM proposes to perform the Work, and the dates on which GC/CM plans to start and finish major portions of the Work, including dates for shop drawings and other key submittals, their review and approval, and re-review if necessary, fabrication periods, and for acquiring materials and equipment.
- C. The Progress Schedule shall be in the form of a critical path method schedule (CPM), as specified by City.
- D. Review and acceptance of the Construction Schedule by the City does not constitute an approval or acceptance of GC/CM's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Review and acceptance of the Progress Schedule by the City does not constitute a waiver of any of the GC/CM's responsibilities as defined in the Contract Documents that are not included in the schedule. The GC/CM shall revise and resubmit its schedule, as necessary, to include missing activities and/or revisions to the GC/CM's means, methods, or sequencing. Acceptance of the Construction Schedule by the City is a prerequisite for the first construction Progress Payment under the MACC.
- E. The GC/CM shall submit an updated Construction Schedule with its Progress Payment Application. Recognizing the Construction Schedule will be used to evaluate the Progress Payment Application, the City may require additional time to review the Progress Payment Application and/or withhold a portion of progress payments until an updated Construction Schedule has been submitted which meets the requirements of this section.
- F. On a monthly basis, or as otherwise directed by the City, GC/CM shall submit a Construction Schedule to the City indicating actual progress. If, in the opinion of the City, GC/CM's activities on as observed on the Project are not consistent with the Construction Schedule, GC/CM shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by the City, GC/CM shall submit a corrective action plan and revise the Progress Schedule to reconcile with the actual progress of the Work.
- G. GC/CM shall promptly notify the City in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. GC/CM shall indicate the expected duration of the delay, the anticipated effect of the delay on the Construction Schedule, and the action being or to be taken to correct the problem.

Provision of such notice does not relieve GC/CM of its obligation to complete the Work within the Contract Time.

3.03 City's Right to Suspend the Work for Convenience

- A. The City may, at its sole discretion, order GC/CM, in writing, to suspend all or any part of the Work for up to 90 days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work, GC/CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, City shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate Work covered by the notice as provided in the termination provisions of Part 9.
- C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, GC/CM shall resume Work.
- D. GC/CM shall be entitled to an equitable adjustment in the Contract Time, or MACC, or both, for increases in the time or cost of performance directly attributable to such suspension, provided GC/CM complies with all requirements set forth in section 7.03.

3.04 City's Right to Stop the Work for Cause

- A. If GC/CM fails or refuses to perform its obligations in accordance with the Contract Documents, the City may order GC/CM, in writing, to stop Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. While the GC/CM is fully responsible for safety of the public and its crews on the project, the City can order the GC/CM to stop working for any observed safety violation. The GC/CM will remedy the safety violation before work can resume.
- C. Failure by the GC/CM to take corrective action can result in termination of the Contract in accordance with Part 9.

3.05 Delay

- A. Any delay in or failure of performance by the City or GC/CM, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God;
 - 2. Acts of by a public enemy;
 - 3. Acts of omissions of any government entity;
 - 4. Fire or other casualty for which GC/CM is not responsible;
 - 5. Quarantine, epidemic or pandemic;

6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to City was available.
- B. GC/CM shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to section 7.03. GC/CM shall not be entitled to an adjustment in the MACC or TCC resulting from an act of Force Majeure.
 - C. GC/CM shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in TCC, if the cost or time of GC/CM's performance is changed due to the fault or negligence of City, provided the GC/CM makes a request according to sections 7.03.
 - D. GC/CM shall not be entitled to an adjustment in Contract Time or in the MACC or TCC for any delay or failure of performance to the extent such delay or failure was caused by GC/CM or anyone for whose acts GC/CM is responsible.
 - E. To the extent any delay or failure of performance was concurrently caused by the City and GC/CM, GC/CM shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 7.03, but shall not be entitled to an adjustment in the MACC or TCC.
 - F. GC/CM shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 Notice to City of Labor Disputes

- A. If GC/CM has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, GC/CM shall immediately give notice, including all relevant information, to the City.
- B. GC/CM agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or GC/CM, as the case may be, of all relevant information concerning the dispute.
- C. GC/CM may be entitled to an adjustment in only the Contract Time for any delay resulting from an area wide labor dispute. GC/CM will not be entitled to an adjustment to the Contract Time for any delay resulting from a Project specific labor dispute.

3.07 Damages for Failure to Achieve Timely Completion

- A. Liquidated Damages
 1. Timely performance and completion of the Work is essential to the City and time limits stated in the Contract Documents are of the essence. City will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it

would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.

2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the GC/CM and City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the City and may be retained by the City and deducted from periodic payments to the Contractor.
3. If the GC/CM does not complete the Work within the Contract Time, City may assess liquidated damages, however, it may not necessarily collect or deduct liquidated damages from a progress payment. City does not waive its right to collect or deduct liquidated damages from future progress payments.
4. Assessment of liquidated damages shall not release GC/CM from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

1. Actual damages will be assessed for failure to achieve Final Completion within the time provided after Substantial Completion. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. The City may offset these costs against any payment due GC/CM. Failure to deduct these costs from payment due GC/CM, does not waive City's rights to offset future payments due GC/CM.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 Discrepancies and Contract Document Review

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. GC/CM shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings Specifications, and other provisions of the Contract Documents.
- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. GC/CM shall carefully study and compare the Contract Documents with each other and with information furnished by the City. If, during the performance of the Work, GC/CM finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to the City in writing.

- D. GC/CM shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by the City. If GC/CM performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, GC/CM shall be responsible for the performance and shall bear the cost for its correction.
- E. GC/CM shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the City through a Request for Information (RFI).

4.02 Project Record

- A. GC/CM shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record".
- B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD". The Project Record shall be updated at least weekly noting all changes and shall be available to the City and Architect reviews at all times.
- C. The City will confirm the Project Record set is updated before approval of Progress Payments. If the City fails to confirm the Project Record set is updated in any given period, this failure is not a waiver from future actions.
- D. GC/CM shall submit the completed and finalized Project Record to the City prior to Final Acceptance.

4.03 Shop Drawing Submittals

- A. Shop Drawing Submittals are not Contract Documents.
- B. The GC/CM will provide the City with a Submittal Schedule showing all submittals required to be submitted for review by the City and Architect within 14 days after receipt of Notice to Proceed. Unless stated elsewhere in the Contract Documents, GC/CM's submittal schedule and Construction Schedule shall allow for at least 14 days for City and Architect review of submittals. For larger submittals, the City and Architect will notify the GC/CM that review times will take more than 14 days and the GC/CM will grant a reasonable extended time for review of those submittals. The GC/CM will provide an updated Submittal Schedule monthly until the GC/CM has submitted at least 75% of the submittals required for the project.
- C. The GC/CM submittals shall include the name of the manufacturer or fabricator, the model number, and other information concerning the performance, capacity, nature, and rating of the item(s).
- D. GC/CM shall submit all samples at its own expense when directed by the City.

- E. GC/CM shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review.
1. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the State of Washington. GC/CM shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or separate contractors.
 2. Shop Drawings submitted to the City and Architect without evidence of GC/CM's review and approval shall be returned for resubmission.
 3. GC/CM shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the City and/or Architect has taken appropriate action. Work by GC/CM shall be in accordance with reviewed Shop Drawings.
 4. Submittals made by GC/CM which are not required by the Contract Documents may be returned without action.
- F. The City and Architect will review or take other appropriate action on the Shop Drawings. Review of Shop Drawings, by City or Architect shall not relieve GC/CM of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by City or Architect shall not constitute an approval of the safety precautions employed by GC/CM during construction or constitute an approval of GC/CM's means or methods of construction. If GC/CM fails to submit Shop Drawings or other submittal data and receive appropriate action or comment before installation, and the item or work is subsequently rejected, GC/CM shall be responsible for all costs of correction.
- G. If Shop Drawings show variations from the requirements of the Contract Documents, GC/CM shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations.
1. If the City and/or Architect agrees to any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the MACC or Contract Time; a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
 2. The City may choose to charge the GC/CM for the cost to review variations from the requirements of the Contract Documents. Those costs may be used as offsets from a Progress Payment Application.

4.04 Organization of Specifications

- A. Specifications are prepared in sections which conform generally with trade practices. These sections are for the City, Architect and GC/CM convenience and shall not control GC/CM in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 Ownership and Use of Drawings, Specifications, and Other Documents

- A. The Drawings, Specifications, and other documents prepared by Architect are instruments of Architect's service through which the Work to be executed by GC/CM is described. Neither GC/CM nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by Architect, and Architect shall be deemed the author of them and will, along with any rights of the City, retain all common law, statutory, and other reserved rights, in addition to the copyright.
- B. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to GC/CM, are for use solely with respect to this Project. They are not to be used by GC/CM or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the City and Architect. GC/CM and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by Architect appropriate to and for use in the execution of their Work.
- C. GC/CM and all Subcontractors grant a non-exclusive license to the City, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by GC/CM or any Subcontractor. In providing Shop Drawings, GC/CM and all Subcontractors warrant that they have authority to grant to the City a license to use the Shop Drawings hereunder, or to secure for the City, at GC/CM's own cost, licenses in conformity with this section.

PART 5 – PERFORMANCE

5.01 Contractor Control and Supervision

- A. GC/CM shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. GC/CM shall be solely responsible for and have control over construction means, methods, techniques, safety, quality, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. GC/CM shall disclose its means and methods of construction when requested by the City.
- B. Performance of the Work shall be directly supervised by a competent Superintendent who is satisfactory to the City and has authority to act for GC/CM.
 - 1. The Superintendent or approved representative from the GC/CM will be on site at all times when any construction activity is underway.
 - 2. After the City approves the Superintendent by the City, unless employment of the Superintendent is terminated, the Superintendent shall not be changed without the prior written consent of the City.
 - 3. The Superintendent will have full authority to represent and act for the Contractor.
- C. The GC/CM shall submit an Emergency Contact List to the City no later than 5 calendar days after the date the Contract is executed. The list shall include, at a minimum, the Contractor's Project

Manager, or equivalent, the Contractor's Project Superintendent, the GC/CM's Safety Representative, and other key personnel. The list shall identify a representative with delegated authority to act as the emergency contact on behalf of the GC/CM and include one or more alternates. The emergency contact shall be available upon the City's request at other than normal working hours. The Emergency Contact List shall include 24-hour telephone numbers for all individuals identified as emergency contacts or alternates.

- D. GC/CM shall be responsible to the City for acts and omissions of GC/CM, Subcontractors, and their employees and agents.
- E. GC/CM shall enforce strict discipline and good order among GC/CM's employees and other persons performing the Work. GC/CM shall not permit employment of persons not skilled in tasks assigned to them. GC/CM's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. The City may, by written notice, request GC/CM to remove from the Work or Project site any employee the City reasonably deems incompetent, careless, disruptive, or otherwise objectionable.
- F. GC/CM shall keep on the Project site a copy of the Project Records, Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- G. Work Hours:
 - 1. Except in the case of emergency or unless otherwise approved by the City, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the GC/CM desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.
 - 2. All working hours and days are also subject to local permit and ordinance conditions.
 - 3. If the GC/CM wishes to deviate from the established working hours, the GC/CM shall submit a written request to the City for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review at least 5 days prior to the day(s) the GC/CM is requesting to change the hours.
 - 4. If the City approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing.
 - a. The GC/CM will reimburse the City for the costs in excess of straight-time costs for City representatives who worked during such times. The City may require designated representatives to be present during the work. Representatives who may be deemed necessary by the City include but are not limited to: survey crews; inspectors; and other City employees or consultants when, in the opinion of the City, such work necessitates their presence.
 - b. Construction activities will be performed during normal work hours which are Monday through Friday 7:00 am to 6:00 pm except on City of Redmond holidays. Any construction activity between the hours of 6:00 p.m. to 7:00 a.m. is subject to approval of the City.

- c. City of Redmond holidays include January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, Veteran's Day November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.
- d. The GC/CM will comply with City noise ordinances during construction of the Project.

5.02 Permits, Fees, and Notices

- A. Unless otherwise provided in the Contract Documents, GC/CM shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to the City.
 - a The City of Redmond will be responsible for the Building Permit and the utility connection fees.
- B. If allowances for permits or utility fees are called for in the Contract Documents and set forth in MACC, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. GC/CM shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 Patents and Royalties

- A. GC/CM is responsible for, and shall pay, all royalties and license fees. GC/CM shall defend, indemnify, and hold the City and its consultants harmless from any costs, expenses, and liabilities arising out of the infringement by GC/CM of any patent, copyright, or other intellectual property right used in the Work; however, provided that GC/CM gives prompt notice, GC/CM shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If GC/CM has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify the City of such potential infringement.

5.04 Prevailing Wages

- A. GC/CM shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the GC/CM's responsibility to verify the applicable prevailing wage rate.
- B. Before commencing the Work, GC/CM shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by GC/CM and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

- D. Each Application for Payment submitted by GC/CM shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- E. In compliance with Chapter 296-127 WAC, GC/CM shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

5.05 Hours of Labor

- A. GC/CM shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference.
- B. Notwithstanding the preceding section, RCW 49.28 permits a GC/CM or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 Nondiscrimination

- A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which GC/CM must meet.
- B. During performance of the Work:
 - 1. GC/CM shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or honorably discharged or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
 - 2. GC/CM shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
 - 3. GC/CM shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.

4. GC/CM shall permit access to its books, records, and accounts, and to its premises by the City, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. GC/CM shall include the provisions of this section in every Subcontract.

5.07 Safety Precautions

- A. GC/CM shall be fully and solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. The GC/CM will provide all necessary personal protective equipment (PPE), ventilation, social distancing provisions, sanitation, hand-washing stations, etc. per DOH and CDC guidelines for COVID-19.
- B. In carrying out its responsibilities according to the Contract Documents, GC/CM shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. GC/CM shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify City of adjacent property and utilities when prosecution of the Work may affect them.
- C. GC/CM shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in traumatic injury, occupational disease, death, or damage to property, materials, supplies, or equipment. GC/CM shall immediately report any such incident to City. City shall, at all times, have a right of access to all records of exposure.
- D. GC/CM shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
 1. Information: At a minimum, GC/CM shall inform persons working on the Project site of:
 - a. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.
 2. Training: At a minimum, GC/CM shall provide safety training for persons working on the Project site which includes:
 - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. The physical and health hazards of the chemicals in the work area;

- c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
 - e. The measures such persons can take to protect themselves from hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to COVID-19.
- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
 - 1. GC/CM shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance hereinafter collectively referred to as "hazardous substances," in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.
 - 2. GC/CM shall promptly notify the City of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. GC/CM shall promptly notify the City of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. All Work shall be performed with due regard for the safety of the public. GC/CM shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. In an emergency affecting the safety of life or the Work or of adjoining property, GC/CM is permitted to act, at its discretion, to prevent such threatened loss or injury, and GC/CM shall so act if so authorized or instructed.
- H. Nothing provided in this section shall be construed as imposing any duty upon the City, the Architect, or any other consultants with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of GC/CM or any of its Subcontractors, or the public.

5.08 Operations, Material Handling, and Storage Areas

- A. GC/CM shall confine all construction operations, including storage of materials, to City approved areas.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by GC/CM only with the consent of the City and without expense to the City. Unless agreed to in writing, temporary buildings and utilities shall be removed, and the site restored, by GC/CM at its expense upon completion of the Work.
- C. GC/CM shall use only established roadways or temporary roadways authorized by the City. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by GC/CM shall immediately vest in GC/CM upon severance of the component from the facility or severance of the material from the Project site. GC/CM shall be responsible for compliance with all laws governing the storage and ultimate disposal. GC/CM shall provide the City with a copy of all manifests and receipts evidencing proper disposal when requested by the City or applicable law.
- E. GC/CM shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of the City. When GC/CM uses any portion of the Project site as a shop, GC/CM shall be responsible for any repairs, patching, or cleaning arising from such use including but not limited to proper removal, disposal, and handling of contaminated and hazardous materials.
- F. GC/CM shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion and shall repair or replace without cost to the City any damage or loss that may occur, except damages or loss caused by the acts or omissions of the City. GC/CM shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to the City any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 Prior Notice of Excavation

- A. "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, GC/CM shall provide notice of the scheduled commencement of excavation to all Owners of underground facilities or utilities, through locator services.

5.10 Unforeseen Physical Conditions

- A. If GC/CM encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then GC/CM shall give written notice to the City promptly and in no event later than the first working day after the first observance of the conditions. GC/CM shall not further disturb such condition or perform any Work in connection therewith, except with respect to an emergency, until receipt of written authorization from the City permitting GC/CM to do so.
- B. If such conditions differ materially from those conditions described in the Contract Documents and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the GC/CM may be entitled to an equitable adjustment in the Contract Time or MACC, or both, provided it makes a request therefore as provided in part 7.

5.11 Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements

- A. GC/CM shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. GC/CM shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If GC/CM fails or refuses to repair the damage promptly, the City may have the necessary work performed and charge the cost to Contractor.
- B. GC/CM shall ensure that all building materials used during the work are dry prior to incorporation into the Work. If GC/CM encounters water intrusion from any source it shall take immediate steps to ensure that any effected material is dry according to generally accepted industry standards. If the water intrusion results in mold, the GC/CM shall immediately remove the mold and treat adjoining surfaces.
- C. GC/CM shall only remove trees when specifically authorized to do so and shall protect vegetation that will remain in place. The GC/CM shall comply with the City Code 21.72 for removing trees not authorized by the Contract Documents.

5.12 Layout of Work

- A. GC/CM shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. GC/CM shall lay out the Work from City established baselines and benchmarks indicated on the Drawings and shall be responsible for all field measurements in connection with the layout. GC/CM shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. GC/CM shall be responsible for executing the Work to the lines and grades that may be established. GC/CM shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 Material and Equipment

- A. All equipment, material, and articles incorporated into the Work shall be new and the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. GC/CM may, at its option, use any equipment, material, article, or process that, in the judgment of Architect or City, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents. The Architect and City will make the final determination if equipment, material, or articles are equal.
- B. GC/CM shall ensure that all equipment, materials and articles; incorporated into the Work shall be asbestos free.
- C. GC/CM shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. GC/CM shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other GC/CM unless approved in advance by the City.
- D. Should any of the Work be found defective or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by the City. The City reserves the right to reduce payment requests if any of the Work is found defective or in any way not in accordance with the Contract Documents up until the final payment is rendered to the Contractor.

5.14 Availability and Use of Utility Services

- A. The City shall make all reasonable utilities available to GC/CM from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by GC/CM at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the City. GC/CM will carefully conserve any utilities furnished.
- B. GC/CM shall, at its expense and in a skillful manner satisfactory to the City, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, GC/CM shall remove, or shall have removed, all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 Tests and Inspection

- A. GC/CM and City shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. GC/CM shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor.

1. Unless otherwise provided, GC/CM shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to City, or with the appropriate public authority, and shall bear related costs of tests, inspections, and approvals.
 2. GC/CM shall give City timely notice of when and where tests and inspections are to be made.
 3. GC/CM shall require independent testing laboratory to provide and submit to City all test and inspection reports as the reports are prepared and sent to the Contractor. In addition, GC/CM shall maintain complete inspection records and make them available to City.
 4. The City will directly pay for civil, structural, moisture, and thermal protection tests.
- B. The City may, at any reasonable time, conduct such inspections and tests as it deems necessary to confirm that the Work is in accordance with the Contract Documents. The City shall promptly notify GC/CM if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by the City, such City inspection and tests are for the sole benefit of The City and do not:
1. Constitute or imply acceptance;
 2. Relieve GC/CM of responsibility for providing adequate quality control measures for self-performed Work or Work installed by subcontractors or suppliers;
 3. Relieve GC/CM of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve GC/CM of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair the City's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Neither observations by an inspector retained by the City, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve GC/CM from any requirement of the Contract Documents, nor is any such inspector authorized to change any term of condition of the Contract Documents.
- D. GC/CM shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by the City. The City may charge GC/CM any additional cost of inspection or testing when Work is not ready at the time specified by GC/CM for inspection or testing, or when prior rejection makes reinspection or retest necessary. The City shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 Correction of Nonconforming Work

- A. If a portion of the Work is covered contrary to the requirements in the Contract Documents, the Work must, if required in writing by the City, be uncovered for the City's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. If, at any time prior to Final Completion, the City desires to examine the Work, or any portion of it, which has been covered, the City may request to see such Work and it shall be uncovered by Contractor. If such Work is not in accordance with the Contract Documents, the GC/CM shall pay the costs of examination and reconstruction.
- C. GC/CM shall promptly correct Work found by City not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. GC/CM shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. If, within one year after the date of Final Acceptance of the Work or designated portion thereof, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, GC/CM shall correct it promptly after receipt of written notice from the City to do so. The City shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Final Acceptance, by the period of time between Final Acceptance and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this section shall survive Final Acceptance.
- E. GC/CM shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by GC/CM nor accepted by City.
- F. If GC/CM fails to correct nonconforming Work within a reasonable time after written notice to do so, City may replace, correct, or remove the nonconforming Work and withhold from future payments and/or charge the cost thereof to the Contractor.
- G. GC/CM shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which GC/CM might have according to the Contract Documents. Establishment of the time period of one year as described in section 5.16 relates only to the specific obligation of GC/CM to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, City may do so instead of requiring its removal and correction, in which case the MACC and TCC may be reduced as appropriate and equitable.

5.17 Clean Up

- A. GC/CM shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, GC/CM shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, GC/CM shall leave the Project site in a clean, neat, and orderly condition satisfactory to City. If GC/CM fails to clean up as provided herein, and after reasonable notice from City, City may do so and the cost thereof shall be charged to Contractor.

5.18 Access to Work

- A. GC/CM shall provide City, its consultants and Architect access to the Work in progress wherever located. This includes access to fabrication and storage facilities located away from the Project site.

5.19 Other Contracts

- A. City may undertake or award other contracts for additional work at or near the Project site. If the City undertakes or awards other contracts for additional work at or near the Project site, it will notify the GC/CM in writing. GC/CM shall reasonably cooperate with the other contractors and with City's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 Subcontractors and Suppliers

- A. Before submitting the first Application for Payment, GC/CM shall furnish in writing to City the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. GC/CM shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. GC/CM shall not utilize any Subcontractor or supplier to whom the City has a reasonable objection and shall obtain City's written consent before making any substitutions or additions.
- B. All Subcontracts and supply agreements must be in writing.
 - 1. By appropriate written agreement, GC/CM shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to GC/CM by terms of the Contract Documents, and to assume toward GC/CM all the obligations and responsibilities which GC/CM assumes toward City in accordance with the Contract Documents. GC/CM shall make the Contract Documents available to its Subcontractors for review for this purpose.
 - 2. Each Subcontract shall preserve and protect the rights of City in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights.
 - 3. Where appropriate, GC/CM shall require each Subcontractor to enter into similar agreements with Sub-subcontractors and Suppliers.
 - 4. Nothing in this section shall be construed to alter the contractual relations between GC/CM and its Subcontractors and Suppliers with respect to insurance or bonds.

- C. GC/CM shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve GC/CM from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- D. The GC/CM shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the GC/CM shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the GC/CM shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
 - 5. Not have violated more than one time the offsite, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
 - 6. Not have been found out of compliance by the Washington State apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards or apprenticeship under RCW 49.04 for the one-year period immediately preceding the first date of advertising for this Project.

5.21 Warranty of Construction

- A. In addition to any special warranties provided elsewhere in the Contract Documents, GC/CM warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, GC/CM shall:
 - 1. Obtain all warranties that would be given in normal commercial practice;

2. Require all warranties to be executed, in writing, for the benefit of City;
 3. Enforce all warranties for the benefit of City, if directed by City; and
 4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should they extend the period specified in the Contract Documents.
- C. The obligations under this section shall survive Final Acceptance.

5.22 Indemnification

- A. GC/CM shall defend, indemnify, and hold harmless City, its consultants, and Architect from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
1. The sole negligence of GC/CM or any of its Subcontractors;
 2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of GC/CM or such Subcontractor; and
 3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. In any action against City and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for GC/CM or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, GC/CM SPECIFICALLY AND EXPRESSLY WAIVES ITS IMMUNITY UNDER RCW TITLE 51 AS TO CITY, ITS CONSULTANTS, AND ARCHITECT ONLY, IN ACCORDANCE WITH RCW TITLE 51. The City and GC/CM acknowledge this provision was mutually negotiated by the parties.

PART 6 – PAYMENTS AND COMPLETION

6.01 Total Contract Cost

- A. City shall pay GC/CM a sum not greater than the Total Contract Cost (TCC) for performance of the Work, in accordance with the Contract Documents. The TCC shall include all taxes imposed by law and properly chargeable to the Project.

6.02 Schedule of Values

- A. Before submitting its first Application for Payment, GC/CM shall submit to City for approval a breakdown allocating the TCC to each principle category of work, in such detail as requested by City ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for providing submittals, providing a CPM schedule and updates, mobilization, materials on hand, demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by City as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 Application for Payment

- A. At monthly intervals, unless determined otherwise by City, GC/CM shall submit to City an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as City may require.
- B. By submitting an Application for Payment, GC/CM is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011 as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, GC/CM is recertifying that the representations set forth in section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. At the time it submits an Application for Payment, GC/CM shall analyze and reconcile, to the satisfaction of City, the actual progress of the Work with the Progress Schedule which will accompany the Application for Payment. Failing to provide the updated Progress Schedule along with the Application for Payment will delay processing the Application for Payment.
- D. If authorized by City, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided GC/CM complies with or furnishes satisfactory evidence of the following:
 - 1. The material is included as a line item in the Schedule of Values;
 - 2. The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;
 - 3. The warehouse is located within the Central Puget Sound area. Other locations may be utilized, if approved in writing, by City;
 - 4. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
 - 5. GC/CM furnishes City a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
 - 6. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
 - 7. City shall at all times have the right of access the stored materials in company of Contractor;
 - 8. GC/CM and its surety assume total responsibility for the stored materials; and
 - 9. GC/CM furnishes to City certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to City when materials are moved from storage to the Project site.
 - 10. For material stored off-site not in a warehouse, GC/CM may request payment, provided that the remaining requirements of this section and any additional requirements of City are met.

11. If the Project is delayed due to restricted access by the GC/CM to the warehouse or other facility, the GC/CM shall not be entitled to an adjustment in Contract Time or in the MACC or TCC in accordance with 3.05.D of these General Conditions.

6.04 Progress Payments

- A. City shall make progress payments, in such amounts as City determines are properly due, within 30 days after the City receives a properly completed Application for Payment from GC/CM.
 1. The payment period will end each month on the 20th day of the month.
 2. The GC/CM will submit a draft Payment Application to the City on the first business day after the 20th day of the month for review.
 3. City shall notify GC/CM if the Application for Payment does not comply with the requirements of the Contract Documents.
 4. The City and GC/CM will meet on the first business day after the 25th day of the month to review and resolve issues with the Payment Application.
 5. After review and acceptance, the GC/CM shall submit the monthly Payment Application for approval and payment to the City on the first day of the following month.
 6. If the GC/CM and City cannot agree on any part of the Payment Application, the City will process the parts of the Payment Application both Parties agree with, and will continue to work towards resolution the issue. If they cannot come to resolution, the GC/CM shall follow the procedures outlined in Part 8 of the General Conditions.
- B. Retainage:
 1. City shall retain 5% of the amount of each progress payment until 45 days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at City's request, consent of surety to release of the retainage. In accordance with RCW 60.28, GC/CM may request that monies reserved be retained in a fund by City, deposited by City in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor.
 2. GC/CM can request and the City may permit GC/CM to provide an appropriate bond in lieu of the retained funds.
- C. Title to all Work and materials covered by a progress payment shall pass to City at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve GC/CM from any of its duties and responsibilities for the Work or materials. Or waive any rights of City to insist on full compliance by GC/CM with Contract Documents.
- D. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

6.05 Payments Withheld

- A. City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect City from loss or damage for reasons including but not limited to:
 - 1. Work not in accordance with the Contract Documents discovered at any time before final payment;
 - 2. Overpayment for work not performed or completed;
 - 3. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 - 4. Work by City to correct defective Work or complete the Work in accordance with section 5.16;
 - 5. Failure to perform in accordance with the Contract Documents; or
 - 6. Cost or liability that may occur to City as the result of Contractor's fault or negligent acts or omissions.
- B. City will notify GC/CM in writing when it determines part or all of a payment is going to be withheld and the reasons for withholding the part or all of a payment.
- C. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, City shall notify GC/CM in accordance with RCW 39.76.

6.06 Retainage and Bond Claim Rights

- A. RCW Chapters 39.08 and 60.28, concerning the rights and responsibilities of GC/CM and City with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 Substantial Completion

- A. Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by City) when the construction is sufficiently complete, in accordance with the Contract Documents, so City can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective and incidental punch list work shall be completed for Substantial Completion.
- B. The date Substantial Completion is achieved shall be established in writing by City. GC/CM may request an early date of Substantial Completion which must be approved by Change Order. City's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.
- C. Substantial Completion shall not have been achieved if all systems and parts are not tested and fully functional, if utilities are not connected and operating normally, if all required occupancy permits

have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routs.

- D. When GC/CM considers the entire Work ready for its intended use, GC/CM shall notify the City in writing that the entire Work is substantially complete and request that the City issue a Certificate of Substantial Completion. GC/CM shall at the same time submit to the City an initial draft of punch list items to be completed or corrected before final payment.
1. Within 7 days after receipt of Contractor's notification, City, GC/CM, and Architect shall inspect the Work to determine the status of completion.
 2. If the City or Architect do not consider the Work substantially complete, the City will notify GC/CM within 14 days after the inspection identified in section D.1 above in writing giving the reasons therefor.
 3. If the City and Architect considers the Work substantially complete, the City will issue a Certificate of Substantial Completion which will fix the date of Substantial Completion. The City shall attach to the Certificate a punch list of items to be completed or corrected before final payment.
- E. At the time of receipt of the Contractor's notification of Substantial Completion, City and GC/CM will confer regarding City's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by City. Unless City and GC/CM agree otherwise in writing, City shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon City's use or occupancy of the Work.
- F. After Substantial Completion the GC/CM shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases GC/CM may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- G. City shall have the right to exclude GC/CM from the Site after the date of Substantial Completion subject to allowing GC/CM reasonable access to remove its property and complete or correct items on the punch list.

6.08 Prior Occupancy

- A. City may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not:
1. be deemed an acceptance of any portion of the Work;
 2. accelerated the time for any payment to GC/CM;
 3. prejudice any rights of City provided by any insurance, bond, guaranty, or the Contract Documents;

4. relieve GC/CM of the risk of loss or any of the obligations established by the Contract Documents;
 5. establish a date for termination or partial termination of the assessment of liquidated damages; or
 6. constitute a waiver of claims.
- B. Notwithstanding anything in the preceding section, City shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Unless stated in the Contract Documents, Contractor's one year duty to repair any system warranties on building systems shall begin when the City accepts the project.

6.09 Final Completion, Acceptance, and Payment

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents including completion of all items listed on the punch list. The date Final Completion is achieved shall be established by City in writing.
- B. Final Acceptance shall be achieved when the GC/CM has completed the requirements of the Contract Documents and the City Council has accepted the Project as complete. The date Final Acceptance is achieved shall be established by City in writing. Prior to Final Acceptance, GC/CM shall, in addition to all other requirements in the Contract Documents, submit to City a written notice of any outstanding disputes or claims between GC/CM and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release GC/CM or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by City arising from Contractor's failure to perform the Work in accordance with the Contract Documents. Final Acceptance of the Work shall be by action of the City Council.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Total Contract Cost or the Contract Time, and for every act or omission of City relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8 of this Contract.

PART 7 – CHANGE TO THE WORK, MACC, TCC, AND/OR CONTRACT TIME

7.01 Change in the Work

- A. City may at any time without invalidating the Contract or providing notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work.
- B. The MACC, TCC, and Contract Time shall only be changed by a Change Order.
- C. If and after the City and GC/CM enter into a GC/CM Contract that includes the MACC for only a portion of the Work due to early subcontract bidding of a portion of the Work, any adjustments to the MACC and TCC and work based on additional subcontract bidding or negotiations shall be formalized in a Change Order to the GC/CM Contract.

- D. If any direction to the GC/CM by an authorized representative of the City causes an increase or decrease in the MACC and TCC or the Contract Time, the GC/CM can submit a Request for Equitable Adjustment as provided for in section 7.03 or 7.04, respectively, and such adjustment(s) may be incorporated into the Contract through a Change Order. In accordance with RCW 39.10.350 (4), the City will issue Change Orders within 30 days after the City and GC/CM agree on the change.
- E. If the City orders a change in the Work, cost or time, City will transmit to the GC/CM a written Change Proposal Request. The GC/CM shall submit a proposal to the City in response within seven (7) days of the request from City. The GC/CM may request additional time to prepare its proposal and the City may grant additional time, so long as the additional time is reasonable. All requests for additional time must be in writing. Contractor's change proposal shall include full compensation for implementing the proposed change in the Work, including changes to the MACC and/or Contract Time.
- F. Upon receipt of the change proposal, or a request for equitable adjustment in the MACC or Contract Time, or both, as provided in sections 7.03 and 7.04, City may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the change, City may direct GC/CM to proceed immediately with Change Order Work.
- G. If the GC/CM proceeds with any change in the Work without City's approval or direction, it will do so at the Contractor's own risk.
- H. If City and GC/CM reach agreement on the terms of any change in the Work, including any adjustment in the MACC, TCC, and/or Contract Time, such agreement shall be incorporated into the Work by a Change Order. The Change Order shall constitute full compensation for the added cost and time.
- I. If City and GC/CM are unable to reach agreement on the terms of any change in the Work, including any adjustment in the MACC and TCC or Contract Time, the City can send an offer designated as a "final offer" and direct the GC/CM to proceed with the change with a Unilateral Change Order that will compensate the GC/CM for its costs and time. If GC/CM disagrees with the final offer and Unilateral Change Order amount or time, Contractor's only remedy shall be to file a Claim as provided in part 8.
- J. Field Order
 - 1. The City may direct the GC/CM to proceed with a change in the work through a written Field Order when the change is considered minor and the time required to price and execute a Change Order would impact the Project.
 - 2. The Field Order shall describe and include the following:
 - 1. The scope of work that can include sketches, drawings and/or specifications,
 - 2. A maximum not-to-exceed amount if applicable,
 - 3. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions
 - 4. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions

3. If it appears the maximum not-to-exceed amount is not sufficient to compensate the GC/CM for the Work, the City may amend the field order to change the Work and/or increase the maximum not-to-exceed amount.
4. Upon satisfactory submittal by the GC/CM and approval by the City of supporting cost data, a Change Order will be executed for the Work included in the Field Order. The City will not make payment to the GC/CM for Field Order work until that work has been incorporated into the Contract through an executed Change Order.

7.02 Pricing Change Order Work

- A. The value of any work covered by a Change Order or Equitable Adjustment shall be determined by one of the following methods:
 1. On the basis of a fixed price as determined in section 7.02C.
 2. By application of unit prices to the quantities of the items involved as determined in section 7.02D.
 3. On the basis of time and material as determined in section 7.02E.
- B. When City requests GC/CM submit a change order proposal, City may direct GC/CM as to which method in section 7.02A above to use when submitting its proposal. Otherwise, GC/CM shall determine the value of the Work, or of a Request for Equitable Adjustment, on the basis of the fixed price method.
- C. Change Order Pricing – Fixed Price
 1. When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an Equitable Adjustment in the MACC, the procedures outlined in this section shall apply.
 2. Contractor's proposal shall be accompanied by a complete itemization of the costs, including labor, material, equipment, subcontractor costs, etc. The costs shall be itemized in the manner set forth herein and shall be submitted in a form approved by City.
 3. All costs shall be calculated based upon appropriate industry standard methods of calculating labor hours and cost, material quantities and cost, and equipment costs.
 4. If any of Contractor's pricing assumptions are contingent upon anticipated actions of City, GC/CM shall clearly state them in the proposal.
 5. The cost of any additive or deductive changes in the Work shall be calculated as set forth in this section 7.02. Where a change in the Work involves additive and deductive work by the same GC/CM or Subcontractor, markups will apply to the net difference.
 6. Any proposal based upon the fixed price method shall include only the following items:
 - a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by

the hourly labor costs. Craft hours should cover direct labor. The hourly costs shall be based on the following:

- (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "Statement of Intent to Pay Prevailing Wages" or a higher amount if supported by accounting records and approved by the City.
 - (2) Worker's insurance: Direct contributions to the State of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
- b. Material and Equipment incorporated into the Work costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, including, but not limited to, Contractors' supplier(s)' actual cost(s) available from the standard industry pricing guide "Trade Service", second from supplier quotations and/or invoices. If these are not available the City will consider other standard industry pricing guides. Material costs shall include all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
- c. Construction Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. The Contractor's cost for utility vehicles and other items such as pickup trucks, vans, flatbed trucks, storage trailers, containers, etc. that are already in use or planned for use on the Project will not be compensated in change order work except for the time that, in the opinion of the City, such items are directly and necessarily used for the performance of the change work. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of the Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement; current edition, as of the Contract execution date.
- (1) The EquipmentWatch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition, as of the Contract execution date.
- d. Subcontractor costs: This is defined as payments GC/CM makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

- e. Change Order Markups:
 - (1) In addition to the Percent Fee, GC/CM self-performing Work shall be entitled to a 10% markup on labor and 5% markup on materials and equipment. Otherwise, the GC/CM shall be entitled to only the Percent Fee for subcontract work.
 - (2) Subcontractors self-performing the Work shall be entitled to a 15% markup on labor, 10% markup on materials, equipment and 5% on lower tier subcontractors performing the work. Subsidiary companies will not be allotted subcontractor markup.
 - (3) Overhead costs shall include, but not limited to, home office and field office costs for all noncraft labor, temporary construction facilities, small tools, safety, field engineering, schedule updating, as-built drawings, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work.

D. Change Order Pricing – Unit Prices

- 1. Whenever City authorizes GC/CM to perform Work on a unit-price basis, City's authorization shall clearly state:
 - a. Scope of work to be performed;
 - b. Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Cost limit of reimbursement.
- 2. GC/CM shall submit costs in accordance with this section and satisfy the following requirements:
 - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead; and
 - b. Quantities must be supported by field measurement statements signed by City.
 - c. The Percent Fee will be applied to the Unit Prices.

E. Change Order Pricing – Time-and-Material Prices

- 1. Whenever City authorizes GC/CM to perform Work on a time-and-material basis, City's authorization shall clearly state:
 - a. Scope of Work to be performed;
 - b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Cost limit of reimbursement.
- 2. GC/CM shall:
 - a. Cooperate with City and assist in monitoring the Work being performed. As requested by City, identify workers assigned to the Change Order Work and areas in which they are working;

- b. Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of time sheets daily for City's review.
 - c. Leave access as appropriate for quantity measurement;
 - d. Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed any cost limit(s) without City's prior written approval.
3. GC/CM shall submit costs in accordance with section 7.02C and additional verification supported by:
- a. Labor detailed on daily time sheets
 - b. Invoices for material
 - c. Invoices for equipment
 - d. The GCCM Percent Fee will be applied to total of the Time and Materials

7.03 Request for Equitable Adjustment

- A. If the cost of Contractor's performance is changed due to the fault of City, or anyone for whose acts City is responsible, GC/CM shall make a Request for Equitable Adjustment to the TCC and/or Contract Time in accordance with the procedure as defined herein.
- B. No change in the TCC or Contract Time shall be allowed to the extent:
 1. Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts GC/CM is responsible;
 2. the change is concurrently caused by GC/CM and City.
- C. A Request for Equitable Adjustment in the TCC or Contract Time shall be based on written notice delivered to City within 5 days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when GC/CM knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If GC/CM believes it is entitled to an adjustment in the MACC, TCC, and/or Contract Time, GC/CM shall immediately notify City and begin to keep and maintain complete, accurate, and specific daily records that include hours and costs resulting from the occurrence. GC/CM shall provide City access to any such records and, if requested shall promptly furnish copies of such records to City.
- D. GC/CM shall not be entitled to any adjustment in the TCC for any occurrence of events or costs that occurred more than 5 days before Contractor's written notice to City. The written notice shall set forth, at a minimum, a description of: the event giving rise to the Request for Equitable Adjustment; the nature of the impacts to GC/CM and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in TCC and/or Contract Time requested. Failure to properly give such written notice shall constitute a waiver of Contractor's right to an Equitable Adjustment.
- E. Within 14 days of the occurrence of the event giving rise to the request, unless City agrees in writing to allow an additional period of time to ascertain more accurate data, GC/CM shall supplement the written notice with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that GC/CM suffered the damages

claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an Equitable Adjustment to GC/CM for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by City. When the request for an increase in the MACC relates to a delay, or other change in Contract Time, GC/CM shall demonstrate the impact on the critical path, in accordance with section 7.03. Failure to provide such additional information and documentation within the time allowed or within the format required shall constitute a waiver of GC/CM's right to an Equitable Adjustment.

- F. Pending final resolution of any request made in accordance with this section 7.03, unless otherwise agreed in writing, GC/CM shall proceed diligently with performance of the Work.
- G. Any Request for Equitable Adjustment in the TCC and in the Contract Time that arise out of the same event(s) shall be submitted together.

7.04 Change in the Contract Time

- A. The Contract Time shall only be changed by a Change Order. GC/CM shall include any request for a change in the Contract Time in its Change Order proposal.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of City or anyone for whose acts City is responsible, GC/CM shall be entitled to make a Request for Equitable Adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts GC/CM is responsible.
 - 1. All Requests for Equitable Adjustment in the Contract Time shall be accompanied by a time impact analysis demonstrating the impact of the change on the work. The time impact analysis shall be based on the Construction Schedule prior to the occurrence of the event giving rise to the request.
 - 2. A Request for Equitable Adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event giving rise to the request. If GC/CM believes it is entitled to adjustment of Contract Time, GC/CM shall immediately notify City and begin to keep and maintain complete, accurate, and specific daily records. GC/CM shall give City access to any such record and if requested, shall promptly furnish copies of such record to City.
 - 3. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to GC/CM and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall constitute a waiver of Contractor's right to an equitable adjustment.
 - 4. Within 30 days of the occurrence of the event giving rise to the request, unless City agrees in writing to allow an additional period of time to ascertain more accurate data, GC/CM shall supplement the written notice provided in accordance with 7.03B.3 with additional

supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that GC/CM suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by City. Failure to provide such additional information and documentation within the time allowed or within the format required shall constitute a waiver of Contractor's right to an equitable adjustment.

5. Pending final resolution of any request in accordance with this section, unless otherwise agreed in writing, GC/CM shall proceed diligently with performance of the Work.
- C. Any change in the Contract Time covered by a Change Order or based on a Request for Equitable Adjustment in the Contract Time, shall be limited to the change impact to the critical path of Contractor's schedule attributable to the change of Work event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. GC/CM shall be responsible for showing clearly on the Construction Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
 - D. GC/CM may request compensation for the cost of a change in Contract Time in accordance with this section, 7.03D, subject to the following conditions:
 1. The change in Contract Time shall solely be caused by the fault or negligence of City; and
 2. Compensation under this section is limited to funds in excess of any that may have been paid pursuant to a change in the TCC that contributed to this change in Contract Time.

7.05 Time for the City's Response to Contractor Requests

- A. The City shall accept or reject a Request for Equitable Adjustment, Change Order, or Claim no later than 60 calendar days after its receipt of complete, related documentation. For the purpose of this section, "related documentation" includes the supplemental information required by this Contract.
- B. If the City does not respond in writing to a Request for Equitable Adjustment, Change Order, or Claim within 60 calendar days after its receipt of related documentation, the request shall be deemed denied.

PART 8 – CLAIMS AND DISPUTES RESOLUTION

8.01 Claims Procedure

- A. If the parties fail to reach agreement on the terms of any Change Order for City-directed Work as provided in section 7.01, or on the resolution of any request for an equitable adjustment in the TCC as provided in section 7.02 or the Contract Time as provided in section 7.04, Contractor's only remedy shall be to file a Claim with City as provided in this section.

- B. GC/CM shall file its Claim within 14 days from the date of City's final offer made in accordance with section 7.01.I, but in no event after the date of Final Acceptance.
- C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which GC/CM may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 - 1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 - 2. The date on which facts arose which gave rise to the Claim;
 - 3. The name of each employee of City and/or their consultants knowledgeable about the Claim;
 - 4. The specific provisions of the Contract Documents which support the Claim;
 - 5. The identification of any documents and the substance of any oral communications that support the Claim;
 - 6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
 - 7. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons GC/CM believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 - 8. If an adjustment in the Total Contract Cost is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and the detail required by, section 7.02; and
 - 9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Total Contract Cost or Contract Time for which GC/CM believes City is responsible.
- D. After GC/CM has submitted a fully documented Claim that complies with all applicable provisions of parts 7 and 8, the City shall review the Claim thoroughly, giving full consideration to its merits and shall respond, in writing, to GC/CM as follows:
 - 1. If the Claim amount is less than \$50,000, with a decision within 30 days from the date the Claim is received: or
 - 2. If the Claim amount is \$50,000 or more, with a decision within 60 days from the date the Claim is received, or with notice to GC/CM of the date by which it will render its decision.
 - 3. If the City does not respond to the Claim within the time periods in D.1 and D.2 herein, the Claim is deemed denied.
- E. After review of the Claim the City and GC/CM shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by

mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party. To assist in the review of Contractor's Claim, City may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. GC/CM shall proceed with performance of the Work pending final resolution of any Claim. City's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless GC/CM follows the procedure set forth in section 8.02.

- F. Any Claim of the GC/CM against the City for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the GC/CM unless made in accordance with this section.
- G. Mediation: Prior to any litigation, the City and GC/CM can agree to submit the Claim as a single issue or multiple issues to Mediation as means for alternative dispute resolution.
 - 1. At any time after initiation of a Claim, Owner and GC/CM may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If the City and GC/CM agree to mediation, then after 60 days from such agreement, either City or GC/CM may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. The City and GC/CM shall each pay one-half of the mediator's fees and costs.
- H. If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in section 8.02 Final Resolution of Disputes.
- I. If the City and GC/CM reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Total Contract Cost.

8.02 Final Resolution of Claims

- A. The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal to the City of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Part 8; and
 - 2. Disputes between Owner and GC/CM concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. For any dispute subject to resolution under this article, Owner or GC/CM may give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

8.03 Claims Audits

- A. All Claims filed against City shall be subject to audit at any time following the filing of the Claim including after termination of the Agreement. Failure of Contractor, or Subcontractors of any tier,

to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

- B. In support of City audit of any Claim, GC/CM shall, upon request, promptly make available to City the following documents:
1. Daily time sheets and supervisor's daily reports;
 2. Collective bargaining agreements;
 3. Insurance, welfare, and benefits records;
 4. Payroll registers;
 5. Earnings records;
 6. Payroll tax forms;
 7. Material invoices, requisitions, and delivery confirmations;
 8. Material cost distribution worksheet;
 9. Equipment records (list of company equipment, rates, etc.);
 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 11. Contracts between GC/CM and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 16. Planned resource loading schedules and summaries;
 17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the City may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;

22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals,; and
 24. Work sheets, software, and all other documents used by GC/CM to prepare its bid.
- C. The audit may be performed by employees of City or a representative of City. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to City, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with City's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 Termination by City for Convenience

- A. City may, upon written notice, terminate (without prejudice to any right or remedy of City) the Work, or any part of it, for the convenience of City.
- B. Unless City directs otherwise, after receipt of a written notice of termination for either cause or convenience, GC/CM shall promptly:
 1. Stop performing Work on the date and as specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel all orders and subcontracts, upon terms acceptable to City, to the extent that they relate to the performance of Work terminated;
 4. Assign to City all of the right, title, and interest of GC/CM in all orders and subcontracts;
 5. Take such action as may be necessary or as directed by City to preserve and protect the Work, Project site, and any other property related to this Project in the possession of GC/CM in which City has an interest; and
 6. Continue performance only to the extent not terminated.
- C. If City terminates the Work or any portion thereof for convenience, GC/CM shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination not to exceed the Fixed Fee percentage, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. GC/CM shall be required to make its request in accordance with the provisions of part 7.

- D. If City terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by City.

9.02 Termination by City for Cause

- A. City may, upon 7 days written notice to GC/CM and to its surety, terminate (without prejudice to any right or remedy of City) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. GC/CM continues to violate safety protocols established by Federal, State, or Local ordinances or regulations;
 2. GC/CM fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 3. GC/CM is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 4. GC/CM fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 5. GC/CM repeatedly fails to supply skilled workers or proper materials or equipment;
 6. GC/CM repeatedly fails to make prompt payment due to Subcontractors or for labor;
 7. GC/CM materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 8. GC/CM is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, City may at its option:
1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by GC/CM to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of subcontracts pursuant to section 5.20; and
 3. Finish the Work by whatever other reasonable method it deems expedient.
 4. At the City's option, each subcontract agreement for a portion of the Work is hereby assigned by GC/CM to City provided that:
 - a. The assignment is effective only after termination by City for cause pursuant to section 9.01 and only for those Subcontracts which City accepts by notifying the Subcontractor in writing;
 - b. After the assignment is effective, City will assume all future duties and obligations toward the Subcontractor which GC/CM assumed in the Subcontract.
 5. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

- C. City's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When City terminates the Work in accordance with this section, GC/CM shall take the actions set forth in section 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for Architect's services and expenses made necessary thereby and any other extra costs or damages incurred by City in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, GC/CM shall pay the difference to City. These obligations for payment shall survive termination.
- F. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents. The City will contact the surety to review those rights.
- G. Termination of the Work in accordance with this section shall not relieve GC/CM or its surety of any responsibilities for Work performed.
- H. If City terminates GC/CM for cause and it is later determined that none of the circumstances set forth in section 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to section 9.02.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 Governing Law

- A. The Contract Documents and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue shall be in King County.

10.02 Successors and Assigns

- A. City and GC/CM respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that GC/CM may assign the Work for security purposes, to a bank or lending institution authorized to do business in the State of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 Meaning of Words

- A. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred

to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 Rights and Remedies

- A. No action or failure to act by City or its consultants shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 Contractor Registration

- A. Pursuant to RCW 39.06, GC/CM shall be registered or licensed as a Contractor required by the laws of the state of Washington, including but not limited to RCW 18.27.

10.06 Time Computations

- A. When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 Records Retention

- A. The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 Third-Party Agreements

- A. The Contract Documents shall not be construed to create a contractual relationship of any kind between: Architect and GC/CM; Consultants and GC/CM; City and any Subcontractor; or any persons other than City and GC/CM.

10.10 Business Opportunity Requirements

- A. General Requirements
 - 1. GC/CM shall comply with the following requirements to provide the maximum practicable opportunity for increased participation by state-certified minority and women-owned and controlled businesses in public works.
 - 2. Prior to conducting sub-contract bidding Contractor shall implement a City approved outreach plan to include small business entities (SBE), disadvantaged business enterprises (DBE), minority business enterprises (MBE), women's business enterprises (WBE), and minority women's business enterprises (MWBE) as subcontractors and suppliers for this project.
 - 3. The City has established a goal of 10% participation by SBE/DBE /MBE/WBE/MWBE firms.

B. GC/CM Efforts

1. GC/CM shall:

- a. Advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide SBE, DBE, MBE, WBE, and MWBE capable of performing the Work with timely notice of such opportunities, and all advertisement shall include a provision encouraging participation by these firms. Advertising may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting bids/proposals directly from such firms.
- b. Provide SBE, DBE, MBE, WBE, and MWBE that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.
- c. Conduct at least one outreach meeting prior to subcontractor bidding, for the purpose of familiarizing SBE, DBE, MBE, WBE, and MWBE with the GC/CM's subcontract bidding requirements, procedures, the nature of the subcontract bid packages likely to be bid on the Project, and any other information or training opportunities that would provide these firms with knowledge and skills to support preparation of responsive bids as prime subcontractors/suppliers or as sub-tier subcontractors/suppliers to prime contractors/suppliers. Each meeting shall be advertised in a manner so as to provide reasonable notice of the subject matter, date, and time of the meeting.

2. Contractors are further encouraged to:

- a. Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by SBE, DBE, MBE, WBE, and MWBE.
- b. Establish delivery schedules, where the requirements of this contract permit, that encourage participation by SBE, DBE, MBE, WBE, and MWBE.
- c. Reduce bonding requirements where practicable.
- d. Utilize the services of available minority community organizations, minority contractor groups, local minority assistance offices and other organizations that provide assistance in recruitment and placement of SBE, DBE, MBE, WBE, and MWBE.

C. Reporting Requirements

1. Prior to Application of First Progress Payment, Contractor shall submit a list of all sbe, dbe, MBE, WBE, and MWBE subcontractors/suppliers it intends to use and identify which firms are currently OMWBE-certified MBE, WBE, and MWBE and include their respective certification numbers.
2. On a monthly basis, Contractor shall submit a report in a format acceptable to the City providing a list of the SBE, DBE, MBE, WBE, and MWBE utilized that month, the payments made to each, and identifying which firms are currently OMWBE-certified MBE, WBE, and MWBE and including their respective certification numbers.
3. Prior to Final Acceptance, Contractor shall submit a report of total dollar amounts paid to each SBE, DBE, MBE, WBE, and MWBE.

D. Non-Discrimination

1. Contractors shall not create barriers to open and fair opportunities to all businesses including SBE, DBE, MBE, WBE, and MWBE to participate in City contracts and to obtain or compete for contracts and subcontracts as sources of suppliers, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

10.10 Asbestos

A. Asbestos Products

1. GC/CM shall ensure that no Asbestos products in any form are incorporated into the Work.
2. "Asbestos" includes different forms of chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.

10.11 Headings and Captions

- A. Headings for convenience only: all headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

Description	Contract Document Reference	%Fee	Specified Gen. Conditions	MACC				Owner Direct Costs
				Subcontract Cost	Negotiated Support Servs.	Change Orders	Risk Contingency	
An "✓" on the matrix indicates where and how GC/CM will be compensated for work included in the contract documents (Except for Owner Direct Costs which will be paid for directly by the Owner.)								
GCCM Contract	00 50 00		✓					
LEED Goals	00 50 00 - 3.1.2		✓					
CPARB Reporting	00 50 00 - 3.1.3		✓					
Work During Construction	00 50 00 - 3.2		✓					
Work During Commissioning	00 50 00 - 3.4				✓			
Partnering	00 50 00 - 4.2		✓					
Date of Commencement/Time of Completion/ Liquidated Damages	00 50 00 - Article 5		✓					
MACC Additional Costs	00 50 00 - 6.1.1		✓					
Administration of Risk Contingency Account	00 50 00 - 6.5.4 (except 6.5.4.2)		✓					
Risk Contingency	00 50 00 - 6.5.4.2						✓	
GC/CM BIM Services	00 50 00 - 6.5.5.1				✓			
Subcontractor BIM Services	00 50 00 - 6.5.5.2			✓				
Subcontract Plan	00 50 00 - 6.5.6		✓					
Percent Fee	00 50 00 - 6.6.1	✓						
Subcontract Buyout Procedure	00 50 00 - 6.7		✓					
MACC Allowances	00 50 00 - 6.7.2.1			✓				
Bid Document Reproduction	00 50 00 - 6.7.3				✓			
Cost Accounting	00 50 00 - 6.8		✓					
GC/CM Performance and Payment Bonds	00 50 00 - 6.9	✓						
Subcontracting	00 50 00 - Article 7 (except 7.7)		✓					
Subcontractor Bonding	00 50 00 - 7.7			✓				
GC/CM Staff	00 50 00 - 8.1		✓					
Insurance	00 50 00 - 8.2	✓						
Audit	00 50 00 - 8.3		✓					
Sales Tax	00 50 00 - 8.4							✓

Description	Contract Document Reference	%Fee	Specified Gen. Conditions	MACC				Owner Direct Costs
				Subcontract Cost	Negotiated Support Servs.	Change Orders	Risk Contingency	
GC/CM General Conditions								
GC/CM General Conditions	00 72 00 (except as noted below or in the Contract Documents)		✓					
Bonds	00 72 00 – 2.01	✓						
Insurance	00 72 00 – 2.02 – 2.06	✓						
Construction Schedule	00 72 00 – 3.02		✓					
Suspend Work	00 72 00 – 3.03					✓		
Stop Work	00 72 00 – 3.04		✓					
Notice of Labor Dispute	00 72 00 – 3.06		✓					
Failure to Achieve Timely Completion	00 72 00 – 3.07	✓						
Specifications, Drawings & Other Documents	00 72 00 – Part 4		✓					
Performance	00 72 00 – Part 5 (except as noted below)		✓					
Permits, Fees and Notices	00 72 00 – 5.02				✓			
Operations, Material Handling, & Storage Areas	00 72 00 – 5.08			✓				
Unforeseen Physical Conditions	00 72 00 – 5.10					✓		
Protection of Existing Structures, Equipment, Vegetation, Utilities and Improvements	00 72 00 – 5.11			✓				
Layout of Work	00 72 00 – 5.12			✓				
Availability and Use of Utility Services	00 72 00 – 5.14				✓			
Tests and Inspections	00 72 00 – 5.15				✓			✓
Correction of Non-Conforming Work	00 72 00 – 5.16	✓						
Clean up	00 72 00 – 5.17				✓			
Changes to the Work, MACC, TCC and/or Contract Time (administration of changes)	00 72 00 – Part 7		✓					
Claims and Disputes Resolution	00 72 00 – Part 8		✓					
Termination by City for Convenience	00 72 00 – 9.01					✓		
Termination by City for Cause	00 72 00 – 9.02	✓						

Description	Contract Document Reference	%Fee	Specified Gen. Conditions	MACC				Owner Direct Costs
				Subcontract Cost	Negotiated Support Servs.	Change Orders	Risk Contingency	
Division 1 – If and when division 1 sections are added to the contract, those costs will be classified as either subcontract costs or NSS Costs.								
Substitution Procedures	01 25 00		✓					
Contract Modification Procedures	01 26 00		✓					
Progress Payment Procedures	01 29 76 (except as noted below)		✓					
Stored Materials - Bond/Insurance Fees	01 29 76\ 1.4A.3.b				✓			
Project Management and Coordination	01 31 00		✓					
Submittal Numbering Format	01 31 01		✓					
Project Meetings	01 31 19		✓					
Construction Progress Schedule	01 32 16		✓					
Submittal Procedures	01 33 00 (except as noted below)		✓					
Shop Drawings	01 33 00\ 1.3A			✓				
Submittal Standards Requirements and Compliance Review	01 33 00.11		✓					
Safety Requirements	01 35 23 (except as noted below)		✓					
Subcontractor Safety Manager	01 35 23\ 1.2C1			✓				
Contractor Quality Control	01 45 00		✓					
Testing and Inspection Services (administration of testing and inspection)	01 45 23 (except as noted below)		✓					
Testing Agency Costs	01 45 23\ 1.5 (except 1.5D)							✓
Testing Agency Costs	01 45 23\1.5 DC			✓				
Testing Agency Costs	01 45 23\1.5D		✓					
Storage Facilities	01 45 23\ 1.7D				✓			
Temporary Facilities and Controls	01 50 00 (except as listed below)		✓					
Protection	01 50 00\ 1.2G			✓				
Construction Waste	01 50 00\ 1.3D			✓				
Utility Shutdowns	01 50 00\ 1.5B.6							✓
Utility Shutdowns	01 50 00\ 1.5B.7			✓				

Description	Contract Document Reference	%Fee	Specified Gen. Conditions	MACC				Owner Direct Costs
				Subcontract Cost	Negotiated Support Servs.	Change Orders	Risk Contingency	
Temp. Facilities Removal	01 50 00\ 1.6B			✓				
Electrical Service	01 50 00\ 1.6D			✓				
Lighting	01 50 00\ 1.6E			✓				
Temporary LED Lighting Plan	01 50 00\ 1.6E			✓				
Heating and Ventilation	01 50 00\ 1.6F				✓			
Water	01 50 00\ 1.6G			✓				
Toilets/Hand Washing	01 50 00\1.6H				✓			
Cranes/Hoisting	01 50 00\ 1.6J			✓	✓			
Temporary Enclosures	01 50 00\ 1.7A			✓				
Site Fences and Misc. Construction	01 50 00\1.7B & 1.7C			✓	✓			
Noise and Vibration Control	01 50 00\ 1.8A-C		✓					
Noise and Vibration Control	01 50 00\ 1.8D-I			✓				
Field Engineering	01 71 23			✓				
Construction Waste Management	01 74 00 (except 1.3C)		✓					
Collection and Disposal	01 74 00\ 1.3C				✓			
Closeout Procedures	01 77 00 (except 1.6B and 1.6C)		✓					
Preliminary Cleaning	01 77 00\ 1.6B			✓				
Final Cleaning*	01 77 00\ 1.6C				✓			
Operations and Maintenance Data	01 78 23			✓	✓			
Warranties	01 78 36		✓					
Demonstration and Training	01 79 00 (except 1.2)			✓	✓			
Contractor's Commissioning Manager	01 79 00\1.2 A. thru G.		✓					
Training Sessions	01 79 00\1.2.H and I			✓	✓			
Commissioning Requirements	01 91 00		✓					

Redmond Senior and Community Center Project
Exhibit 2
Construction Cost Summary

TOTAL CONTRACT COST SUMMARY		
Bid Package #	Description of Bid Package	Amount
3.00	Structural & Site Concrete (Incl Vapor Barrier, Below Grade, Damp & Waterproofing, Underslab INSUL-3)	\$ 2,765,062.00
5.00	SS Furnish & Install, metal Stairs, Railings, Decorative Railings, Incl. High Performance Coatings	\$ 1,244,957.00
6.10	Heavy Timber Framing & Erection, MPP Panels Erection, Hardware	\$ 2,187,413.00
6.15	MPP Procurement	\$ 1,529,319.00
14.00	Elevator	\$ 143,909.00
21.00	Fire Suppression System	\$ 242,200.00
23.00	HVAC and Plumbing / Louvers and Vents	\$ 5,678,000.00
26.00	Electrical/Communication/Fire Alarm Complete	\$ 4,298,000.00
26.00	PV System - Electrical Alternate #1	\$ 376,950.00
31.00	Earthwork and Utilities	\$ 1,533,599.00
31.10	Rammed Aggregate Piers (Delegated Design)	\$ 274,000.00
1	Total Subcontract Costs	\$ 20,273,409.00
2	Negotiated Support Services	\$ 1,270,489.00
3.1	Risk Contingency (2.50 % x Total for Subcontract Costs above)	\$ 506,835.23
3.2	Design Contingency (2.50 % of Total for Subcontract Costs above)	\$ 506,835.22
4	Maximum Allowable Construction Cost (MACC) (Add Lines 1, 2, and 3)	\$ 22,557,568.45
5	Percent Fee (4.1% x MACC)	\$ 924,860.31
6	Fixed Amount for Specified General Conditions	\$ 983,488.00
7	Total Contract Cost (TCC) (Add Lines 4, 5, and 6)	\$ 24,465,916.76
8	Washington State Sales Tax @ 10.1%	\$ 2,471,057.59
9	Total Contract Cost (TCC) plus WSST (Add Lines 7 and 8)	\$ 26,936,974.35

May 31, 2022

REDMOND SENIOR & COMMUNITY CENTER

EXHIBIT 3 – LIST OF SPECIFICATIONS & DRAWINGS

DOCUMENTS LIST: BPs 06.15 & 31.10

- Specifications: Procurement Package, dated 23 February 2022

Div 00 – Procurement and Contracting Requirements

Div 01 – General Requirements

061719 Cross-Laminated Timber

311000 Site Clearing

312000 Earth Moving

312500 Erosion Sedimentation Control

316250 Rammed Aggregate Piers

- Drawings: Procurement Package, dated 23 February 2022

C Cover Sheet

G0.00 Sheet Index, Vicinity Map, Project Team

A0.00 Architectural Abbreviations and Symbols

A1.23B Level 2 MPP Layout Plan Sector B

A1.24 Roof MPP Layout Plan

A1.24A Roof MPP Layout Plan Sector A

A1.24B Roof MPP Layout Plan Sector B

A5.30 Enlarged Stair Drawings – Stair A1

A5.34 Stair Details

S0.01 Structural Title Sheet

S0.02 Structural General Notes

S0.03 Structural General Notes

S0.04 Structural Load Maps

S1.11A Partial Foundation Plan – Level 01 – Sector A

S1.11B Partial Foundation Plan – Level 01 – Sector B

S1.12A Partial Framing Plan – Level 02 – Sector A

S1.12B Partial Framing Plan – Level 02 – Sector B

S1.13B Partial Framing Plan – Roof – Sector B

S1.22A MPP Layout Plan – Roof – Sector A

S1.22B MPP Layout Plan – Level 2 – Sector B

S1.23B MPP Layout Plan – Roof – Sector B

S3.01 Structural Concrete Details

S3.02	Structural Concrete Details
S4.01	Structural Steel Details
S5.01	Structural Wood Details
S5.02	Structural Wood Details
S6.01	Cold Form Framing Details
S6.02	Cold Form Framing Details
S7.01	Concrete Shear Wall Details

CCR Package, dated 25 February 2022

G0	Cover Sheet
C0.01	Site Survey
C0.02	Site Survey
C0.03	Site Survey
C0.04	Site Survey
C1.00	TESC Plan
C1.01	TESC Plan
C1.10	TESC Notes
C1.20	TESC Details
C1.21	TESC Details
C2.00	Tree Preservation Plan
C2.10	Tree Preservation Notes
C2.11	Tree Preservation Notes
C3.00	Civil Demo Plan
C3.01	Civil Demo Plan
C4.00	Civil Site Plan
C4.01	Civil Site Plan
C5.00	Drainage Plan
C5.01	Drainage Plan
C5.10	Drainage Profiles
C5.11	Drainage Profiles and Sections
C6.00	Utility Plan
C6.01	Utility Plan
C7.00	Grading Plan
C7.01	Grading Plan
C8.00	Civil Details
C8.01	Civil Details
C8.02	Civil Details
C8.03	Civil Details
C8.04	Civil Details
L1.0	Materials Site Plan
L1.1	Materials Site Plan
L2.0	Planting Plan
L2.1	Planting Plan
L2.2	Planting Plan
L2.3	Planting Schedule

L3.0	Irrigation Plan
L3.1	Irrigation Plan
L3.2	Irrigation Schedule
L4.0	Site Details
L4.1	Site Details
L4.2	Site Details
L4.3	Site Details
L5.0	Planting Details
L6.0	Irrigation Details
L6.1	Irrigation Details
FP1.01	Fire Protection Plan – Site
FP1.02	Fire Protection Plan – Site
FP1.03	Fire Protection – Code Summary
FP1.04	Fire Protection Plan – Level 1 & 2, Building Address
EL0.10	Lighting Site Plan and Exterior Luminaire Schedule
EL0.11	Lighting Site Plan Calculations
EL0.12	Lighting Site Plans Calculations
EL0.13	Lighting Site Plans Calculations

- Addenda: No. 1-5

DOCUMENTS LIST: BPs 14.00 & 31.00

- Specifications: **Permit 1 Package, dated 15 March 2022 (Add #1-4)**

Div 00 – Procurement and Contracting Requirements

Div 01 – General Requirements

- 03 30 00 Cast-In-Place Concrete
- 03 35 43 Polished Concrete Finishing
- 05 12 00 Structural Steel Framing
- 05 31 00 Steel Decking
- 05 40 00 Cold-Formed Metal Framing
- 05 50 00 Metal Fabrications
- 05 51 13 Metal Pan Stairs
- 05 52 13 Pipe and Tube Railings
- 06 10 00 Rough Carpentry
- 06 13 00 Heavy Timber Construction
- 06 16 00 Sheathing
- 06 17 19 Cross-Laminated Timber
- 06 18 00 Glued-Laminated Timber Framing
- 07 11 13 Bituminous Damp proofing

07 13 00 Sheet Waterproofing
07 17 00 Bentonite Waterproofing
07 19 00 Graffiti and Water Repellents
07 21 00 Building Insulation
07 21 19 Foamed-In-Place Insulation
07 25 00 Weather Barriers
07 26 00 Vapor Retarders
07 42 11 Metal Wall Panels
07 46 24 Modified Wood Cladding
07 54 23 Thermoplastic Polyolefin (TPO) Roofing
07 62 00 Sheet Metal Flashing and Trim
07 72 00 Roof Accessories
07 72 73 Vegetated Roof Systems
07 81 00 Applied Fireproofing
07 81 23 Intumescent Fireproofing
07 84 13 Penetration Firestopping
07 92 00 Joint Sealants
08 11 13 Hollow Metal Doors and Frames
08 41 13 Aluminum-Framed Entrances and Storefronts
08 42 29 Sliding Automatic Entrances
08 44 13 Glazed Aluminum Curtain Walls
08 51 13 Aluminum Windows
08 63 00 Metal-Framed Skylights
08 80 00 Glazing
09 21 16 Gypsum Board Shaft Wall Assemblies
09 22 16 Non-Structural Metal Framing
09 29 00 Gypsum Board
09 96 00 High-Performance Coatings
11 24 25 Fall Protection
12 48 13 Entrance Floor Mats and Frames
12 48 16 Entrance Floor Grilles
14 24 00 Hydraulic Elevators

Procurement Package, dated 23 February 2022 (Add #1-4)

311000 Site Clearing, ADD 04 3/24/22
312000 Earth Moving, ADD 04 3/24/22
312500 Erosion Sedimentation Control, ADD 04 3/24/22
316250 Rammed Aggregate Piers, ADD 03 3/17/22

312000 Bases, Ballasts and Paving, ADD 04 3/24/22

331000 Water Utilities, ADD 04 3/24/22
333000 Sanitary Sewage, ADD 04 3/24/22
334000 Stormwater Utilities, ADD 04 3/24/22

- Drawings:

Permit 1 Package, dated 15 March 2022

C	COVER SHEET
G0.01	ENERGY CODE COMPLIANCE DOCUMENTS
G0.02	ENERGY CODE COMPLIANCE DOCUMENTS
A0.00	ARCHITECTURAL ABBREVIATIONS & SYMBOLS
A0.20	CODE ANALYSIS
A0.31	FIRE & LIFE SAFETY PLAN- LEVEL 1
A0.32	FIRE & LIFE SAFETY PLAN- LEVEL 2
A0.40	EXTERIOR WALL ASSEMBLY TYPES
A0.50	INTERIOR WALL ASSEMBLY TYPES
A0.60	HORIZONTAL ASSEMBLY TYPES
A0.80	ARCHITECTURAL SITE PLAN
A1.01	LEVEL 1 FLOOR PLAN
A1.02	LEVEL 2 FLOOR PLAN
A1.03	ROOF PLAN
A1.21A	LEVEL 1 SLAB PLAN SECTOR A
A1.21B	LEVEL 1 SLAB PLAN SECTOR B
A1.22B	LEVEL 2 SLAB PLAN SECTOR B
A1.23B	LEVEL 2 MPP LAYOUT PLAN SECTOR B
A1.24	ROOF MPP LAYOUT PLAN
A1.24B	ROOF MPP LAYOUT PLAN SECTOR B –
A1.71A	LEVEL 1 REFLECTED CEILING PLAN SECTOR A
A1.71B	LEVEL 1 REFLECTED CEILING PLAN SECTOR B
A1.72B	LEVEL 2 REFLECTED CEILING PLAN SECTOR B
A2.10	EXTERIOR ELEVATIONS
A2.11	EXTERIOR ELEVATIONS
A2.13	PARTIAL EXTERIOR ELEVATIONS - ROOF
A2.14	PARTIAL EXTERIOR ELEVATIONS - ROOF
A4.01	EXTERIOR FRAMED OPENING TYPES
A4.02	EXTERIOR FRAMED OPENING TYPES
A4.03	EXTERIOR FRAMED OPENING TYPES
A5.30	ENLARGED STAIRS DRAWINGS - STAIR S1,
A5.31	ENLARGED STAIRS DRAWINGS - STAIR S2
A5.32	ENLARGED STAIRS DRAWINGS - RAMP 1
A5.34	STAIR DETAILS
A5.70	ENLARGED ELEVATOR PLANS & SECTIONS
S0.01	STRUCTURAL GENERAL NOTES
S0.02	STRUCTURAL GENERAL NOTES– <i>See Procurement Pkg</i>
S0.03	STRUCTURAL GENERAL NOTES
S0.04	STRUCTURAL LOAD MAPS
S1.11A	PARTIAL FOUNDATION PLAN- LEVEL 1- SECTOR A
S1.11B	PARTIAL FOUNDATION PLAN- LEVEL 1- SECTOR B
S1.12A	PARTIAL FRAMING PLAN- ROOF - SECTOR A
S1.12B	PARTIAL FRAMING PLAN- LEVEL 02 - SECTOR B
S1.13B	PARTIAL FRAMING PLAN- ROOF - SECTOR B

- S1.22A PANEL LAYOUT PLAN- ROOF - SECTOR A – *See Procurement Pkg*
- S1.22B PANEL LAYOUT PLAN- LEVEL 2 - SECTOR B – *See Procurement Pkg*
- S1.23B PANEL LAYOUT PLAN- ROOF - SECTOR B – *See Procurement Pkg*
- S3.01 STRUCTURAL CONCRETE DETAILS
- S3.02 STRUCTURAL CONCRETE DETAILS
- S3.10 CONCRETE SHEAR WALL ELEVATIONS
- S3.11 CONCRETE SHEAR WALL ELEVATIONS
- S3.12 CONCRETE SHEAR WALL ELEVATIONS
- S4.01 SECTIONS AND DETAILS
- S5.01 STRUCTURAL STEEL DETAILS
- S5.02 STRUCTURAL STEEL DETAILS
- S5.03 STRUCTURAL STEEL DETAILS
- S5.10 STRUCTURAL COLD FORM METAL FRAMING DETAILS
- S5.11 STRUCTURAL COLD FORM METAL FRAMING DETAILS
- S6.01 STRUCTURAL WOOD DETAILS
- S6.02 STRUCTURAL WOOD DETAILS

Procurement Package, dated 23 February 2022 (Add #1-5)

As-Built Drawings (for reference only) ADD 02 3/16/22

- C1.00 TESC Plan, ADD 04 3/24/22
- C1.01 TESC Plan, ADD 04 3/24/22
- C1.10 TESC Notes, ADD 04 3/24/22
- C1.20 TESC Details, ADD 04 3/24/22
- C1.21 TESC Details, ADD 04 3/24/22
- C2.00 Tree Preservation Plan, ADD 04 3/24/22
- C2.10 Tree Preservation Notes, ADD 04 3/24/22
- C2.11 Tree Preservation Notes, ADD 04 3/24/22
- C3.00 Civil Demo Plan, ADD 04 3/24/22
- C3.01 Civil Demo Plan, ADD 04 3/24/22
- C4.00 Civil Site Plan, ADD 04 3/24/22
- C4.01 Civil Site Plan, ADD 04 3/24/22
- C5.00 Drainage Plan, ADD 04 3/24/22
- C5.01 Drainage Plan, ADD 04 3/24/22
- C5.10 Drainage Profiles, ADD 04 3/24/22
- C5.11 Drainage Profiles and Sections, ADD 04 3/24/22
- C6.00 Utility Plan, ADD 04 3/24/22
- C6.01 Utility Plan, ADD 04 3/24/22
- C7.00 Grading Plan, ADD 04 3/24/22
- C7.01 Grading Plan, ADD 04 3/24/22
- C8.00 Civil Details, ADD 04 3/24/22
- C8.01 Civil Details, ADD 04 3/24/22
- C8.02 Civil Details, ADD 04 3/24/22
- C8.03 Civil Details, ADD 04 3/24/22

C8.04 Civil Details, ADD 04 3/24/22
 FP1.01 Fire Protection Plan – Site, ADD 04 3/24/22
 FP1.02 Fire Protection Plan – Site, ADD 04 3/24/22
 G0.00 SHEET INDEX, VICINITY MAP, PROJECT TEAM, ADD 04 3/23/22
 A1.23B LEVEL 2 MPP LAYOUT PLAN SECTOR B, ADD 02 3/16/22
 A1.24 ROOF MPP LAYOUT PLAN
 A1.24A ROOF MPP LAYOUT PLAN SECTOR A, ADD 02 3/16/22
 A1.24B ROOF MPP LAYOUT PLAN SECTOR B, ADD 02 3/16/22
 A4.30 EXTERIOR ENVELOPE DETAILS, ADD 04 3/24/22
 A5.30 ENLARGED STAIRS DRAWINGS - STAIR S1, – See
 Procurement Pkg ADD 02 3/16/22
 A5.34 STAIR DETAILS, – See Procurement, ADD 02 3/16/22
 S0.02 STRUCTURAL GENERAL NOTES, ADD 03 3/17/22
 S1.12A SOIL IMPROVEMENT DESIGN CRITERIA 0 SECTOR A,
 ADD 03, 3/17/22
 S1.21A SOIL IMPROVEMENT DESIGN CRITERIA 0 SECTOR A,
 ADD 03, 3/17/22
 S1.22A PANEL LAYOUT PLAN- ROOF - SECTOR A, ADD 03 3/17/22
 S1.22B PANEL LAYOUT PLAN- LEVEL 2 - SECTOR B, ADD 03
 3/17/22
 S1.23B PANEL LAYOUT PLAN- ROOF - SECTOR B, ADD 02 3/16/22

Civil Construction Review Package, dated 25 February 2022

G0 Cover Sheet
 C0.01 Site Survey
 C0.02 Site Survey
 C0.03 Site Survey
 C0.04 Site Survey

 L1.0 Materials Site Plan
 L1.1 Materials Site Plan
 L2.0 Planting Plan
 L2.1 Planting Plan
 L2.2 Planting Plan
 L2.3 Planting Schedule
 L3.0 Irrigation Plan
 L3.1 Irrigation Plan
 L3.2 Irrigation Schedule
 L4.0 Site Details
 L4.1 Site Details
 L4.2 Site Details
 L4.3 Site Details
 L5.0 Planting Details
 L6.0 Irrigation Details
 L6.1 Irrigation Details

FP1.03	Fire Protection – Code Summary
FP1.04	Fire Protection Plan – Level 1 & 2, Building Address
EL0.10	Lighting Site Plan and Exterior Luminaire Schedule
EL0.11	Lighting Site Plan Calculations
EL0.12	Lighting Site Plans Calculations
EL0.13	Lighting Site Plans Calculations

100% Design Development Drawings, dated 22 December 2021

P0.10	SITE PLAN – PLUMBING
P1.00	UNDERGROUND FLOOR PLAN OVERALL PLUMBING
P1.00A	UNDERGROUND FLOOR PLAN SECTOR A - PLUMBING
P1.00B	UNDERGROUND FLOOR PLAN SECTOR B - PLUMBING
E0.11	SITE PLAN – POWER
E1.11A	LEVEL 01 PLAN SECTOR B – POWER
E1.11B	LEVEL 01 PLAN SECTOR B – POWER
E5.01	ONE LINE DIGRAM
E5.02	ELECTRICAL DETAILS
E6.01	PANEL SCHEDULE ELECTRICAL
E7.01	MECHANICAL EQUIPMENT CONNECTION SCHEDULES
E7.02	MECHANICAL EQUIPMENT CONNECTION SCHEDULES

- Addenda: No. 6

DOCUMENTS LIST : NSS, SGCs

- Specifications: 50% CD Set, dated 8 April 2022

- Drawings: 50% CD Set, dated 8 April 2022

-Addenda: No. 1 - 11

Exhibit 4 – Negotiated Support Services

Description	Contract Document Reference	Total Amount
GCCM CONTRACT ITEMS		
Work During Commissioning	00 50 00 - 3.4	\$7,980
GC/CM BIM Services	00 50 00 - 6.5.5.1	\$54,957
GC/CM BIM Record Modeling	TBD - City Meeting Results	\$21,394
Bid Documents Reproduction Costs	00 50 00 - 6.7.3 / 01 78 23	\$1,800
GENERAL CONDITIONS ITEMS		
Builders Risk Policy	00 72 00 2.06.H (Add03)	\$ 231,043
Use of Utility Services - Power Consumption	00 50 00 5.14	\$8,500
Clean Up - Building	00 72 00 - 5.17	\$45,430
Clean Up - Parking Lot	00 72 00 - 5.17	\$1,531
Clean Up - Walks	00 72 00 - 5.17	\$1,619
DIVISION 1		
Survey	01 50 00	\$15,750
Survey Final Utilities	01 50 00	\$22,400
Job Storage Sheds	01 45 23 - 1.7D	\$12,400
Set-Up Storage Sheds	01 45 23 - 1.7D	\$ 8,000
Watchman, security service	01 50 00	\$17,825
Office Furnishings	01 50 00	\$7,502
Office Supplies	01 50 00	\$7,750
Hoisting Lifts (Forklift Equipment, Hoisting Labor)	01 50 00 - 1.6J	\$118,072
Rent toilet portable chemical	01 50 00 - 1.6H	\$13,175
Temporary Fencing one year rental	01 50 00 - 1.7 B	\$19,452
Perimeter Cable / Safety Railings	01 50 00 - 1.7 C	\$13,173
Janitorial Final Cleaning	01 77 00 - 1.6C	\$42,600
O&M Printing, As-Built Compilation	01 78 23	\$5,219
Demonstration & Training	01 79 00	\$3,167
Sustainable Design Requirements	01 81 13 - 1.1D	\$5,100
Dewatering & Stormwater Management	01 50 00	\$ 367,150
Temporary Heating & Humidification Systems	01 50 00 - 1.6F	\$103,000
Moisture Protection Plan (Labor, Visqueen, Temp Drains, Equipment for set up/tear down, continual Maintenance)	01 50 00 - 1.6F	\$41,400
GLULAM column protection (can put in BP 6.10 initially, but GC to maintain, and ultimately remove for painter)	01 50 00 - 1.6F	\$9,800
Construction Dumpsters	01 74 00 - 1.3C	\$63,000
NSS Total		\$1,270,189

Based on 4.27.22 spreadsheet.

31-May-22

REDMOND SENIOR & COMMUNITY CENTER
EXHIBIT 5 – CONTRACT ALLOWANCES

BP 03.00 -	\$15,000 for MEPF Housekeeping Pads
BP 31.00 -	\$50,000 for Aggregate Piers Spoils Removal

These allowances are included in the subcontract amounts.

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section – Telephone 360-902-5335
 PO Box 445420, Olympia, WA 98504-4540

Exhibit 6

Washington State Prevailing Wage – March 2022 Schedule

The Prevailing Wages listed here include both the hourly rate and hourly rate of fringe benefits. On public works projects, worker’s wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Asbestos Abatement Workers	Journey Level	\$54.62	5D	1H	
King	Boilermakers	Journey Level	\$72.54	5N	1C	
King	Brick Mason	Journey Level	\$63.32	7E	1N	
King	Brick Mason	Pointer-Caulker-Cleaner	\$63.32	7E	1N	
King	Building Service Employees	Janitor	\$27.23	5S	2F	
King	Building Service Employees	Traveling Waxer/Shampooer	\$27.68	5S	2F	
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$31.18	5S	2F	
King	Building Service Employees	Window Cleaner (Scaffold)	\$32.18	5S	2F	
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		1	
King	Carpenters	Acoustical Worker	\$68.19	15J	4C	
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$68.19	15J	4C	
King	Carpenters	Carpenter	\$68.19	15J	4C	
King	Carpenters	Floor Finisher	\$68.19	15J	4C	
King	Carpenters	Floor Layer	\$68.19	15J	4C	
King	Carpenters	Scaffold Erector	\$68.19	15J	4C	
King	Cement Masons	Application of all Composition Mastic	\$67.41	15J	4U	
King	Cement Masons	Application of all Epoxy Material	\$66.91	15J	4U	
King	Cement Masons	Application of all Plastic Material	\$67.41	15J	4U	
King	Cement Masons	Application of Sealing Compound	\$66.91	15J	4U	
King	Cement Masons	Application of Underlayment	\$67.41	15J	4U	
King	Cement Masons	Building General	\$66.91	15J	4U	
King	Cement Masons	Composition or Kalman Floors	\$67.41	15J	4U	
King	Cement Masons	Concrete Paving	\$66.91	15J	4U	
King	Cement Masons	Curb & Gutter Machine	\$67.41	15J	4U	
King	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	15J	4U	
King	Cement Masons	Curing Concrete	\$66.91	15J	4U	
King	Cement Masons	Finish Colored Concrete	\$67.41	15J	4U	
King	Cement Masons	Floor Grinding	\$67.41	15J	4U	
King	Cement Masons	Floor Grinding/Polisher	\$66.91	15J	4U	
King	Cement Masons	Green Concrete Saw, self-powered	\$67.41	15J	4U	
King	Cement Masons	Grouting of all Plates	\$66.91	15J	4U	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	15J	4U	
King	Cement Masons	Guniting Nozzleman	\$67.41	15J	4U	
King	Cement Masons	Hand Powered Grinder	\$67.41	15J	4U	
King	Cement Masons	Journey Level	\$66.91	15J	4U	
King	Cement Masons	Patching Concrete	\$66.91	15J	4U	
King	Cement Masons	Pneumatic Power Tools	\$67.41	15J	4U	
King	Cement Masons	Power Chipping & Brushing	\$67.41	15J	4U	
King	Cement Masons	Sand Blasting Architectural Finish	\$67.41	15J	4U	
King	Cement Masons	Screed & Rodding Machine	\$67.41	15J	4U	
King	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	15J	4U	
King	Cement Masons	Troweling Machine Operator	\$67.41	15J	4U	
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$67.41	15J	4U	
King	Cement Masons	Tunnel Workers	\$67.41	15J	4U	
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$122.46	15J	4C	
King	Divers & Tenders	Diver	\$122.49	15J	4C	8V
King	Divers & Tenders	Diver On Standby	\$81.04	15J	4C	
King	Divers & Tenders	Diver Tender	\$73.60	15J	4C	
King	Divers & Tenders	Manifold Operator	\$73.60	15J	4C	
King	Divers & Tenders	Manifold Operator Mixed Gas	\$78.60	15J	4C	
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$73.60	15J	4C	
King	Divers & Tenders	Remote Operated Vehicle Tender	\$68.64	15J	4C	
King	Dredge Workers	Assistant Engineer	\$73.62	5D	3F	
King	Dredge Workers	Assistant Mate (Deckhand)	\$73.05	5D	3F	
King	Dredge Workers	Boatmen	\$73.62	5D	3F	
King	Dredge Workers	Engineer Welder	\$75.03	5D	3F	
King	Dredge Workers	Leverman, Hydraulic	\$76.53	5D	3F	
King	Dredge Workers	Mates	\$73.62	5D	3F	
King	Dredge Workers	Oiler	\$73.05	5D	3F	
King	Drywall Applicator	Journey Level	\$68.19	15J	4C	
King	Drywall Tapers	Journey Level	\$67.91	5P	1E	
King	Electrical Fixture Maintenance Workers	Journey Level	\$35.19	5L	1E	
King	Electricians - Inside	Cable Splicer	\$97.21	7C	4E	
King	Electricians - Inside	Cable Splicer (tunnel)	\$104.49	7C	4E	
King	Electricians - Inside	Certified Welder	\$93.91	7C	4E	
King	Electricians - Inside	Certified Welder (tunnel)	\$100.86	7C	4E	
King	Electricians - Inside	Construction Stock Person	\$47.03	7C	4E	
King	Electricians - Inside	Journey Level	\$90.59	7C	4E	
King	Electricians - Inside	Journey Level (tunnel)	\$97.21	7C	4E	
King	Electricians - Motor Shop	Journey Level	\$48.68	5A	1B	
King	Electricians - Powerline Construction	Cable Splicer	\$88.89	5A	4D	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Electricians - Powerline Construction	Certified Line Welder	\$81.65	5A	4D	
King	Electricians - Powerline Construction	Groundperson	\$52.91	5A	4D	
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$81.65	5A	4D	
King	Electricians - Powerline Construction	Journey Level Lineperson	\$81.65	5A	4D	
King	Electricians - Powerline Construction	Line Equipment Operator	\$70.02	5A	4D	
King	Electricians - Powerline Construction	Meter Installer	\$52.91	5A	4D	8W
King	Electricians - Powerline Construction	Pole Sprayer	\$81.65	5A	4D	
King	Electricians - Powerline Construction	Powderperson	\$60.75	5A	4D	
King	Electronic Technicians	Journey Level	\$59.10	7E	1E	
King	Elevator Constructors	Mechanic	\$103.81	7D	4A	
King	Elevator Constructors	Mechanic In Charge	\$112.09	7D	4A	
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$18.25	5B	1R	
King	Fence Erectors	Fence Erector	\$46.29	15J	4V	8Y
King	Fence Erectors	Fence Laborer	\$46.29	15J	4V	8Y
King	Flagger	Journey Level	\$46.29	15J	4V	8Y
King	Glaziers	Journey Level	\$72.41	7L	1Y	
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$82.02	15H	11C	
King	Heating Equipment Mechanics	Journey Level	\$91.83	7F	1E	
King	Hod Carriers & Mason Tenders	Journey Level	\$57.31	15J	4V	8Y
King	Industrial Power Vacuum Cleaner	Journey Level	\$14.49		1	
King	Inland Boatmen	Boat Operator	\$61.41	5B	1K	
King	Inland Boatmen	Deckhand	\$57.48	5B	1K	
King	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K	
King	Inland Boatmen	Launch Operator	\$58.89	5B	1K	
King	Inland Boatmen	Mate	\$57.31	5B	1K	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		1	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$14.49		1	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		1	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		1	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		1	
King	Insulation Applicators	Journey Level	\$68.19	15J	4C	
King	Ironworkers	Journeyman	\$80.28	7N	1O	
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$54.62	15J	4V	8Y
King	Laborers	Airtrac Drill Operator	\$56.31	15J	4V	8Y
King	Laborers	Ballast Regular Machine	\$54.62	15J	4V	8Y
King	Laborers	Batch Weighman	\$46.29	15J	4V	8Y
King	Laborers	Brick Pavers	\$54.62	15J	4V	8Y
King	Laborers	Brush Cutter	\$54.62	15J	4V	8Y
King	Laborers	Brush Hog Feeder	\$54.62	15J	4V	8Y
King	Laborers	Burner	\$54.62	15J	4V	8Y
King	Laborers	Caisson Worker	\$56.31	15J	4V	8Y
King	Laborers	Carpenter Tender	\$54.62	15J	4V	8Y
King	Laborers	Cement Dumper-paving	\$55.62	15J	4V	8Y
King	Laborers	Cement Finisher Tender	\$54.62	15J	4V	8Y
King	Laborers	Change House Or Dry Shack	\$54.62	15J	4V	8Y
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$55.62	15J	4V	8Y
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$54.62	15J	4V	8Y
King	Laborers	Choker Setter	\$54.62	15J	4V	8Y
King	Laborers	Chuck Tender	\$54.62	15J	4V	8Y
King	Laborers	Clary Power Spreader	\$55.62	15J	4V	8Y
King	Laborers	Clean-up Laborer	\$54.62	15J	4V	8Y
King	Laborers	Concrete Dumper/Chute Operator	\$55.62	15J	4V	8Y
King	Laborers	Concrete Form Stripper	\$54.62	15J	4V	8Y
King	Laborers	Concrete Placement Crew	\$55.62	15J	4V	8Y
King	Laborers	Concrete Saw Operator/Core Driller	\$55.62	15J	4V	8Y
King	Laborers	Crusher Feeder	\$46.29	15J	4V	8Y
King	Laborers	Curing Laborer	\$54.62	15J	4V	8Y
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	15J	4V	8Y
King	Laborers	Ditch Digger	\$54.62	15J	4V	8Y
King	Laborers	Diver	\$56.31	15J	4V	8Y
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$55.62	15J	4V	8Y
King	Laborers	Dry Stack Walls	\$54.62	15J	4V	8Y
King	Laborers	Dump Person	\$54.62	15J	4V	8Y
King	Laborers	Epoxy Technician	\$54.62	15J	4V	8Y
King	Laborers	Erosion Control Worker	\$54.62	15J	4V	8Y
King	Laborers	Faller & Bucker Chain Saw	\$55.62	15J	4V	8Y
King	Laborers	Fine Graders	\$54.62	15J	4V	8Y
King	Laborers	Firewatch	\$46.29	15J	4V	8Y
King	Laborers	Form Setter	\$54.62	15J	4V	8Y
King	Laborers	Gabian Basket Builders	\$54.62	15J	4V	8Y
King	Laborers	General Laborer	\$54.62	15J	4V	8Y

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Laborers	Grade Checker & Transit Person	\$57.31	15J	4V	8Y
King	Laborers	Grinders	\$54.62	15J	4V	8Y
King	Laborers	Grout Machine Tender	\$54.62	15J	4V	8Y
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$55.62	15J	4V	8Y
King	Laborers	Guardrail Erector	\$54.62	15J	4V	8Y
King	Laborers	Hazardous Waste Worker (Level A)	\$56.31	15J	4V	8Y
King	Laborers	Hazardous Waste Worker (Level B)	\$55.62	15J	4V	8Y
King	Laborers	Hazardous Waste Worker (Level C)	\$54.62	15J	4V	8Y
King	Laborers	High Scaler	\$56.31	15J	4V	8Y
King	Laborers	Jackhammer	\$55.62	15J	4V	8Y
King	Laborers	Laserbeam Operator	\$55.62	15J	4V	8Y
King	Laborers	Maintenance Person	\$54.62	15J	4V	8Y
King	Laborers	Manhole Builder-Mudman	\$55.62	15J	4V	8Y
King	Laborers	Material Yard Person	\$54.62	15J	4V	8Y
King	Laborers	Motorman-Dinky Locomotive	\$55.62	15J	4V	8Y
King	Laborers	nozzleman	\$57.31	15J	4V	8Y
King	Laborers	Pavement Breaker	\$55.62	15J	4V	8Y
King	Laborers	Pilot Car	\$46.29	15J	4V	8Y
King	Laborers	Pipe Layer (Lead)	\$57.31	15J	4V	8Y
King	Laborers	Pipe Layer/Tailor	\$55.62	15J	4V	8Y
King	Laborers	Pipe Pot Tender	\$55.62	15J	4V	8Y
King	Laborers	Pipe Reliner	\$55.62	15J	4V	8Y
King	Laborers	Pipe Wrapper	\$55.62	15J	4V	8Y
King	Laborers	Pot Tender	\$54.62	15J	4V	8Y
King	Laborers	Powderman	\$56.31	15J	4V	8Y
King	Laborers	Powderman's Helper	\$54.62	15J	4V	8Y
King	Laborers	Power Jacks	\$55.62	15J	4V	8Y
King	Laborers	Railroad Spike Puller - Power	\$55.62	15J	4V	8Y
King	Laborers	Raker - Asphalt	\$57.31	15J	4V	8Y
King	Laborers	Re-timberman	\$56.31	15J	4V	8Y
King	Laborers	Remote Equipment Operator	\$55.62	15J	4V	8Y
King	Laborers	Rigger/Signal Person	\$55.62	15J	4V	8Y
King	Laborers	Rip Rap Person	\$54.62	15J	4V	8Y
King	Laborers	Rivet Buster	\$55.62	15J	4V	8Y
King	Laborers	Rodder	\$55.62	15J	4V	8Y
King	Laborers	Scaffold Erector	\$54.62	15J	4V	8Y
King	Laborers	Scale Person	\$54.62	15J	4V	8Y
King	Laborers	Sloper (Over 20)"	\$55.62	15J	4V	8Y
King	Laborers	Sloper Sprayer	\$54.62	15J	4V	8Y
King	Laborers	Spreader (Concrete)	\$55.62	15J	4V	8Y
King	Laborers	Stake Hopper	\$54.62	15J	4V	8Y
King	Laborers	Stock Piler	\$54.62	15J	4V	8Y
King	Laborers	Swinging Stage/Boatswain Chair	\$46.29	15J	4V	8Y

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	15J	4V	8Y
King	Laborers	Tamper (Multiple & Self-propelled)	\$55.62	15J	4V	8Y
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	15J	4V	8Y
King	Laborers	Toolroom Person (at Jobsite)	\$54.62	15J	4V	8Y
King	Laborers	Topper	\$54.62	15J	4V	8Y
King	Laborers	Track Laborer	\$54.62	15J	4V	8Y
King	Laborers	Track Liner (Power)	\$55.62	15J	4V	8Y
King	Laborers	Traffic Control Laborer	\$49.50	15J	4V	9C
King	Laborers	Traffic Control Supervisor	\$52.45	15J	4V	9C
King	Laborers	Truck Spotter	\$54.62	15J	4V	8Y
King	Laborers	Tugger Operator	\$55.62	15J	4V	8Y
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	15J	4V	9B
King	Laborers	Tunnel Work-Guage and Lock Tender	\$57.41	15J	4V	8Y
King	Laborers	Tunnel Work-Miner	\$57.41	15J	4V	8Y
King	Laborers	Tunnel Work-Miner	\$57.41	7A	4V	8Y
King	Laborers	Vibrator	\$55.62	15J	4V	8Y
King	Laborers	Vinyl Seamer	\$54.62	15J	4V	8Y
King	Laborers	Watchman	\$42.08	15J	4V	8Y
King	Laborers	Welder	\$55.62	15J	4V	8Y
King	Laborers	Well Point Laborer	\$55.62	15J	4V	8Y
King	Laborers	Window Washer/Cleaner	\$42.08	15J	4V	8Y
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$54.62	15J	4V	8Y
King	Laborers - Underground Sewer & Water	Pipe Layer	\$55.62	15J	4V	8Y
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	15J	4V	8Y
King	Landscape Construction	Landscape Operator	\$75.50	15J	11G	8X
King	Landscape Maintenance	Groundskeeper	\$17.87		1	
King	Lathers	Journey Level	\$68.19	15J	4C	
King	Marble Setters	Journey Level	\$63.32	7E	1N	
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	15I	11E	
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	15I	11E	
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	15I	11E	
King	Metal Fabrication (In Shop)	Welder/Burner	\$39.28	15I	11E	
King	Millwright	Journey Level	\$69.74	15J	4C	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Modular Buildings	Cabinet Assembly	\$14.49		1	
King	Modular Buildings	Electrician	\$14.49		1	
King	Modular Buildings	Equipment Maintenance	\$14.49		1	
King	Modular Buildings	Plumber	\$14.49		1	
King	Modular Buildings	Production Worker	\$14.49		1	
King	Modular Buildings	Tool Maintenance	\$14.49		1	
King	Modular Buildings	Utility Person	\$14.49		1	
King	Modular Buildings	Welder	\$14.49		1	
King	Painters	Journey Level	\$47.70	6Z	2B	
King	Pile Driver	Crew Tender	\$62.69	15J	4C	
King	Pile Driver	Crew Tender/Technician	\$62.69	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$85.00	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$90.00	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$94.00	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$106.50	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$108.50	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$110.50	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$112.50	15J	4C	
King	Pile Driver	Journey Level	\$68.64	15J	4C	
King	Plasterers	Journey Level	\$64.14	7Q	1R	
King	Plasterers	Nozzleman	\$67.64	7Q	1R	
King	Playground & Park Equipment Installers	Journey Level	\$14.49		1	
King	Plumbers & Pipefitters	Journey Level	\$94.69	6Z	1G	
King	Power Equipment Operators	Asphalt Plant Operators	\$76.77	15J	11G	8X
King	Power Equipment Operators	Assistant Engineer	\$72.20	15J	11G	8X
King	Power Equipment Operators	Barrier Machine (zipper)	\$76.09	15J	11G	8X
King	Power Equipment Operators	Batch Plant Operator: concrete	\$76.09	15J	11G	8X
King	Power Equipment Operators	Boat Operator	\$76.87	7A	11H	8X
King	Power Equipment Operators	Bobcat	\$72.20	15J	11G	8X
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$72.20	15J	11G	8X
King	Power Equipment Operators	Brooms	\$72.20	15J	11G	8X
King	Power Equipment Operators	Bump Cutter	\$76.09	15J	11G	8X
King	Power Equipment Operators	Cableways	\$76.77	15J	11G	8X
King	Power Equipment Operators	Chipper	\$76.09	15J	11G	8X
King	Power Equipment Operators	Compressor	\$72.20	15J	11G	8X
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$72.20	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	15J	11G	8X
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	15J	11G	8X
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	15J	11G	8X
King	Power Equipment Operators	Conveyors	\$75.50	15J	11G	8X
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.20	7A	11H	8X
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.30	7A	11H	8X
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150â€™ of boom (including jib with attachments)	\$77.63	7A	11H	8X
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	11H	8X
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250â€™ of boom including jib with attachments	\$78.44	7A	11H	8X
King	Power Equipment Operators	Cranes: 300 tons and over or 300â€™ of boom including jib with attachments	\$79.20	7A	11H	8X
King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150â€™ of boom(including jib with attachments)	\$76.87	7A	11H	8X
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.44	7A	11H	8X
King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	7A	11H	8X
King	Power Equipment Operators	Crusher	\$76.09	15J	11G	8X
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$76.09	15J	11G	8X
King	Power Equipment Operators	Derricks, On Building Work	\$76.77	15J	11G	8X
King	Power Equipment Operators	Dozers D-9 & Under	\$75.50	15J	11G	8X
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	15J	11G	8X
King	Power Equipment Operators	Drilling Machine	\$77.53	15J	11G	8X
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.20	15J	11G	8X
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	15J	11G	8X
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.50	15J	11G	8X
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	15J	11G	8X
King	Power Equipment Operators	Gradechecker/Stakeman	\$72.20	15J	11G	8X
King	Power Equipment Operators	Guardrail Punch	\$76.09	15J	11G	8X
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	15J	11G	8X
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$75.50	15J	11G	8X
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$76.09	15J	11G	8X
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$75.60	7A	11H	8X
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	11H	8X
King	Power Equipment Operators	Leverman	\$78.33	15J	11G	8X
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators	Loaders, Plant Feed	\$76.09	15J	11G	8X
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$75.50	15J	11G	8X
King	Power Equipment Operators	Locomotives, All	\$76.09	15J	11G	8X
King	Power Equipment Operators	Material Transfer Device	\$76.09	15J	11G	8X
King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	15J	11G	8X
King	Power Equipment Operators	Motor Patrol Graders	\$76.77	15J	11G	8X
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	15J	11G	8X
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	15J	11G	8X
King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	15J	11G	8X
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.63	7A	11H	8X
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$76.87	7A	11H	8X
King	Power Equipment Operators	Pavement Breaker	\$72.20	15J	11G	8X
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$76.09	15J	11G	8X
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$75.50	15J	11G	8X
King	Power Equipment Operators	Posthole Digger, Mechanical	\$72.20	15J	11G	8X
King	Power Equipment Operators	Power Plant	\$72.20	15J	11G	8X
King	Power Equipment Operators	Pumps - Water	\$72.20	15J	11G	8X
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$76.77	15J	11G	8X
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	15J	11G	8X
King	Power Equipment Operators	Rigger and Bellman	\$72.30	7A	11H	8X
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	11H	8X
King	Power Equipment Operators	Rollagon	\$76.77	15J	11G	8X
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$72.20	15J	11G	8X
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$75.50	15J	11G	8X
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$76.09	15J	11G	8X
King	Power Equipment Operators	Saws - Concrete	\$75.50	15J	11G	8X
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$75.50	15J	11G	8X
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	15J	11G	8X
King	Power Equipment Operators	Service Engineers: Equipment	\$75.50	15J	11G	8X
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$72.20	15J	11G	8X
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	15J	11G	8X
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	15J	11G	8X
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	15J	11G	8X
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	15J	11G	8X
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	15J	11G	8X
King	Power Equipment Operators	Slipform Pavers	\$76.77	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators	Spreader, Toppersider & Screedman	\$76.77	15J	11G	8X
King	Power Equipment Operators	Subgrader Trimmer	\$76.09	15J	11G	8X
King	Power Equipment Operators	Tower Bucket Elevators	\$75.50	15J	11G	8X
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	11H	8X
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.63	7A	11H	8X
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$79.20	7A	11H	8X
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$76.77	15J	11G	8X
King	Power Equipment Operators	Trenching Machines	\$75.50	15J	11G	8X
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.60	7A	11H	8X
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$76.09	15J	11G	8X
King	Power Equipment Operators	Welder	\$76.77	15J	11G	8X
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$72.20	15J	11G	8X
King	Power Equipment Operators	Yo Yo Pay Dozer	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$76.87	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Brooms	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$79.20	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$72.30	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150â€™ of boom (including jib with attachments)	\$77.63	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250â€™ of boom including jib with attachments	\$78.44	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300â€™ of boom including jib with attachments	\$79.20	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150â€™ of boom(including jib with attachments)	\$76.87	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$78.44	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Crusher	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$77.53	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$75.50	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$75.60	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Leverman	\$78.33	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$77.63	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$76.87	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$72.30	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$72.20	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$77.63	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250â€™™ in height from base to boom	\$79.20	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$75.60	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$76.09	15J	11G	8X
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A	
King	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A	
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A	
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A	
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$90.01	6Z	1G	
King	Residential Brick Mason	Journey Level	\$63.32	7E	1N	
King	Residential Carpenters	Journey Level	\$36.44		1	
King	Residential Cement Masons	Journey Level	\$46.64		1	
King	Residential Drywall Applicators	Journey Level	\$68.19	15J	4C	
King	Residential Drywall Tapers	Journey Level	\$36.36		1	
King	Residential Electricians	Journey Level	\$48.80		1	
King	Residential Glaziers	Journey Level	\$28.93		1	
King	Residential Insulation Applicators	Journey Level	\$28.18		1	
King	Residential Laborers	Journey Level	\$29.73		1	
King	Residential Marble Setters	Journey Level	\$27.38		1	
King	Residential Painters	Journey Level	\$23.47		1	
King	Residential Plumbers & Pipefitters	Journey Level	\$94.69	6Z	1G	
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$90.01	6Z	1G	
King	Residential Sheet Metal Workers	Journey Level	\$91.83	7F	1E	
King	Residential Soft Floor Layers	Journey Level	\$51.91	5A	3J	
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$53.04	5C	2R	
King	Residential Stone Masons	Journey Level	\$63.32	7E	1N	
King	Residential Terrazzo Workers	Journey Level	\$58.71	7E	1N	
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		1	
King	Residential Tile Setters	Journey Level	\$21.04		1	
King	Roofers	Journey Level	\$59.05	5A	3H	
King	Roofers	Using Irritable Bituminous Materials	\$62.05	5A	3H	
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$91.83	7F	1E	
King	Sign Makers & Installers (Electrical)	Journey Level	\$53.62	0	1	
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$34.42	0	1	
King	Soft Floor Layers	Journey Level	\$54.41	5A	3J	
King	Solar Controls For Windows	Journey Level	\$14.49		1	
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$89.49	5C	1X	
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$14.49		1	
King	Stone Masons	Journey Level	\$63.32	7E	1N	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		1	
King	Surveyors	Assistant Construction Site Surveyor	\$75.60	7A	11H	8X
King	Surveyors	Chainman	\$72.30	7A	11H	8X
King	Surveyors	Construction Site Surveyor	\$76.87	7A	11H	8X
King	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$72.30	7A	11H	8X
King	Surveyors	Ground Penetrating Radar Operator	\$72.30	7A	11H	8X
King	Telecommunication Technicians	Journey Level	\$59.10	7E	1E	
King	Telephone Line Construction - Outside	Cable Splicer	\$38.27	5A	2B	
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	5A	2B	
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	5A	2B	
King	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	5A	2B	
King	Terrazzo Workers	Journey Level	\$58.71	7E	1N	
King	Tile Setters	Journey Level	\$58.71	7E	1N	
King	Tile, Marble & Terrazzo Finishers	Finisher	\$49.54	7E	1N	
King	Traffic Control Stripers	Journey Level	\$50.51	7A	1K	
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$69.95	15J	11I	8L
King	Truck Drivers	Asphalt Mix To 16 Yards	\$69.11	15J	11I	8L
King	Truck Drivers	Dump Truck	\$69.11	15J	11I	8L
King	Truck Drivers	Dump Truck & Trailer	\$69.95	15J	11I	8L
King	Truck Drivers	Other Trucks	\$69.95	15J	11I	8L
King	Truck Drivers - Ready Mix	Transit Mix	\$69.95	15J	11I	8L
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		1	
King	Well Drillers & Irrigation Pump Installers	Oiler	\$14.49		1	
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1	

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

11. I. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

Holiday Codes Continued

- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
 - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6.
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
 - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
 - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7.
- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. F. Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President’s Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year’s Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
- I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

8. X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
- (B) – 200' to 299' – \$0.80 per hour over their classification rate.
- (C) – 300' and over – \$1.00 per hour over their classification rate.

Note Codes Continued

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.



Memorandum

Date: 6/7/2022
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-397
Type: Committee Memo

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

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

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Becky Frey	Principal Planner

TITLE:
Redmond 2050 Draft Environmental Impact Statement Publication

OVERVIEW STATEMENT:

Staff will brief the Planning and Public Works Committee of the Whole on the Redmond 2050 Draft Environmental Impact Statement (DEIS) to begin to familiarize Councilmembers with the contents and findings of the DEIS. A staff report and subsequent study sessions are scheduled beginning July 19, 2022.

The City is publishing a Draft Environmental Impact Statement (EIS) for Redmond 2050, the periodic update of the Redmond Comprehensive Plan, in compliance with the chapter 43.21C RCW, the State Environmental Policy Act (SEPA).

SEPA, Washington State's most fundamental environmental law, was enacted in 1971. It requires governmental agencies to give proper consideration of environmental matters in decision making. Where probable and significant adverse environmental impacts might occur, preparation of an environmental impact statement (EIS) is required. The Redmond 2050 DEIS allows the city to comply with state law and mitigate environmental impacts of future growth identified in the policies and regulations under development.

The Redmond 2050 EIS will test the current plan (baseline) and two growth alternatives. Alternatives test different ways of achieving objectives. The City's objectives include to create a Comprehensive Plan that meets state and regional requirements, such as accommodating assigned growth, and focusing most growth around urban centers and transit-oriented development areas.

The EIS will identify environmental conditions, potential impacts of the different growth alternatives, infrastructure investment needs, and measures to reduce or mitigate any significant, unavoidable adverse environmental impacts. Redmond desires to create a comprehensive plan reflecting sustainability, resiliency, and equity and inclusion; the EIS will incorporate these themes where applicable.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan Policy PI-16 calls for the City to consider the impacts to the natural environment during Comprehensive Plan updates.
- **Required:**
The State Environmental Policy Act, chapter 43.21C RCW, requires that Comprehensive Plan updates be subject to environmental review.
- **Council Request:**
n/a
- **Other Key Facts:**
n/a

OUTCOMES:

The Redmond 2050 Draft Environmental Impact Statement will provide information to the public and decision-makers about the environmental effects of plans or projects on the natural and built environment. It is a disclosure document to aid decision-making. Community feedback on the DEIS will help us to develop a Preferred Alternative for how we will distribute growth. This will direct policy, zoning, and programmatic changes that would allow us to implement that vision.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Q4 2020: community input on EIS scoping
Q2 and Q3 2022: extended community input on DEIS
Q3 and Q4 2022: responding to DEIS comments
Q4 2022 or Q1 2023: Final EIS publication
- **Outreach Methods and Results:**
DEIS outreach methods will include community events, in-person or hybrid community meetings, in-person or hybrid small group opportunities, online questionnaires, stakeholder meetings, newsletters, and social media.
- **Feedback Summary:**
During fall 2020, we asked community members what would be important to include in the EIS. We heard that the top three most important topics for which to understand environmental implications were the natural environment, air quality, and transportation. A SEPA scoping summary is available online at <https://www.redmond.gov/DocumentCenter/View/17166/2020-02-17---Memo-Attachment-B---SEPA-Scoping->

BUDGET IMPACT:

Total Cost:

\$4,535,222 is the total appropriation to the Community and Economic Development offer and is where most staff expenses related to Redmond 2050 are budgeted. A portion of this budget offer is for a consultant contract that the Council authorized with BERK for SEPA analysis and the Climate Vulnerability Assessment, totaling \$445,000.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000250

Budget Priority:
Vibrant and Connected

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

If yes, explain:
N/A

Funding source(s):
General Fund; Washington State Department of Commerce grant

Budget/Funding Constraints:
Grant deliverables must be complete by June 30, 2023.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/15/2022	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/19/2022	Business Meeting	Provide Direction
7/26/2022	Study Session	Provide Direction
8/9/2022	Study Session	Provide Direction

Time Constraints:

Council action on Redmond 2050 Phase 1 is expected in mid-2023. To meet that timeline, the Final EIS must be published by the end of Q1 2023.

ANTICIPATED RESULT IF NOT APPROVED:

No action requested at this time.

Date: 6/7/2022

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

File No. CM 22-397

Type: Committee Memo

ATTACHMENTS:

Attachment A: Redmond 2050 DEIS Preview

REDMOND »»» 2050

Draft Environmental Impact Statement Preview

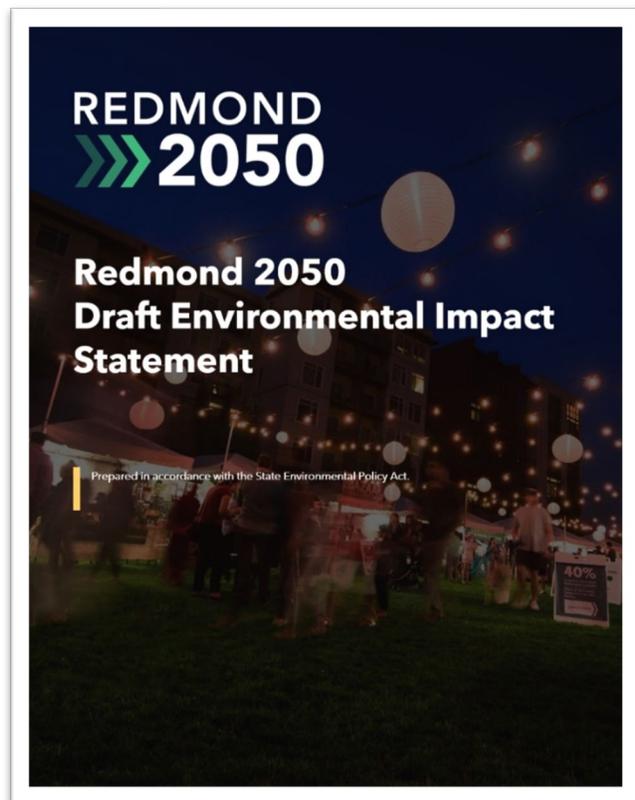
Background Information

The City will publish the Redmond 2050 Draft Environmental Impact Statement (DEIS) in early June. City staff introduced the Redmond 2050 DEIS to the Council on February 15, 2022. Those materials provide background information about the State Environmental Policy Act (SEPA) and environmental impact statements. They begin on page 766 of the [Council's agenda packet](#) for that meeting.

Planning for Growth

The Redmond 2050 DEIS will provide information to the public and decision-makers about the environmental effects of anticipated growth between 2019 and 2050 on the natural and built environments. **The DEIS assumes that Redmond will accommodate 24,800 new homes and 29,800 new jobs between 2019 and 2050.** These capacity figures are based on Redmond's growth targets as contained in the King County Countywide Planning Policies.

Accommodating planned growth will require Redmond to add growth capacity because the City's existing capacity, as estimated through an analysis of buildable lands and existing zoning regulations, leaves a **gap of approximately 5,300 homes and 12,300 jobs.**



Growth Alternatives

The DEIS contains three alternatives for accommodating growth. The first is Redmond's existing plan, or No Action alternative. This is required under SEPA. It also tests two "action" alternatives: Centers, and Centers and Corridors. The alternatives look at options for where growth will go.

Both alternatives focus growth in centers and transit-oriented development (TOD) areas such as Overlake, Downtown, and Marymoor Village. The Centers and Corridors alternative considers expanding opportunities for growth along major corridors as well.

The scenarios were developed to provide “bookends” for concepts being tested, and the community input over the summer will help us fine-tune ideas and develop and model a preferred growth alternative. The preferred alternative will provide the basis for the bulk of the Redmond 2050 updates to the City’s Comprehensive Plan, related functional plans, and regulations and standards that implement the policies in the plans.

Redmond 2050 DEIS Growth Alternatives		
Alt. 1: No Action	Alt. 2: Centers	Alt. 3: Centers and Corridors
Continues Redmond’s current Comprehensive Plan and implementing plans and regulations. This is a required alternative under SEPA.	Focuses growth within centers and station areas. Also studies an option for additional employment in Southeast Redmond in the industrial/manufacturing area and the potential for a Countywide Industrial Growth Center in Southeast Redmond.	Focuses growth within centers, station areas, and along select arterials. This alternative also studies an option for additional employment along Willows Road, a Local Center at 90th & Willows Road, and a proposal for housing in Southeast Redmond.

Figure 1: Growth Maps by Alternative



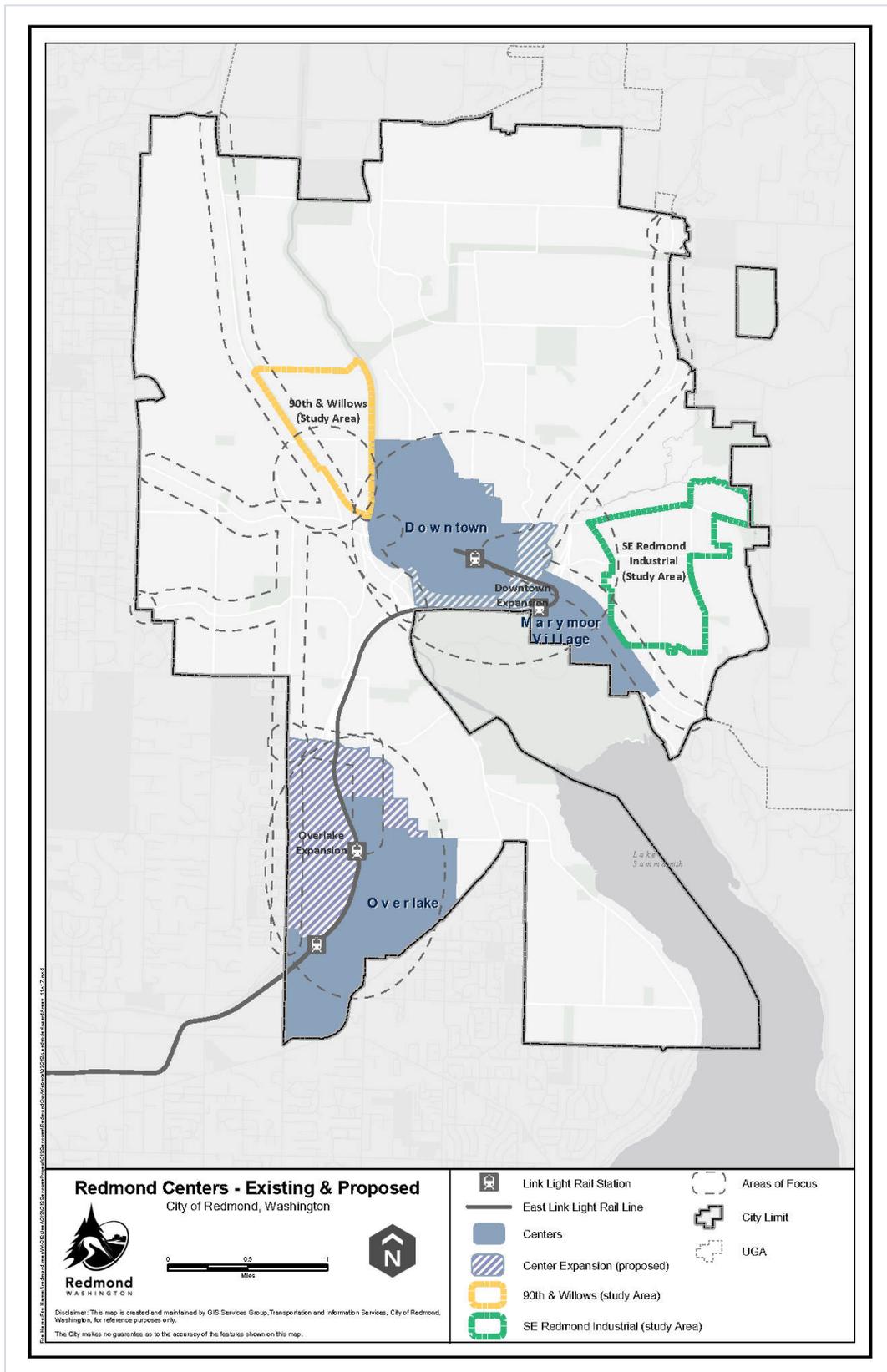
The figure above illustrates the approximate location of housing and jobs growth between 2019 and 2050 for the three alternatives studied in the Redmond 2050 DEIS. The table below shows how growth is distributed by geography for the two “action” alternatives. The maps on the next page illustrate the location of existing and proposed centers studied in the DEIS.

Figure 2: Growth by Alternative

2019 - 2020 Growth Distribution	Alt. 2: Centers % of new growth		Alt. 3: Centers + Corridors % of new growth	
	Housing Units	Jobs	Housing Units	Jobs
Overlake Metro Center	44%	56%	31%	72%
Downtown Urban Center	8%	7%	3%	2%
Marymoor Countywide Growth Center	23%	15%	10%	8%
SE Redmond IGC study area*	2%	12%	6%	5%
Willows & 90 th study area*	4%	0%	19%	1%
Elsewhere	19%	9%	30%	12%
TOTAL GROWTH	25,000	30,100	29,500	27,000
2050 Target	24,800	29,760	24,800	29,760

*These areas are being studied as potential targeted growth areas. The Centers scenario includes the SE Redmond Industrial Growth Center study area and the Centers and Corridors alternatives includes the 90th & Willows Local Center study area.

Figure 3: Existing and Proposed Centers Studied in the DEIS



The alternatives are designed to allow the City to test different options for answering the following questions:

- How do we want to **distribute growth** among our centers?
- Do we want to include growth opportunities along some of our major **corridors** (near centers)?
- How much growth should be accommodated by growing “up” (increasing allowed building heights)?
- Do we want to **protect and preserve the industrial and manufacturing** lands in Redmond **or change direction** and allow a broader range of uses in those zones?
- Do we want to create a **new local center** at 90th & Willows?

Growth Alternative Report Cards

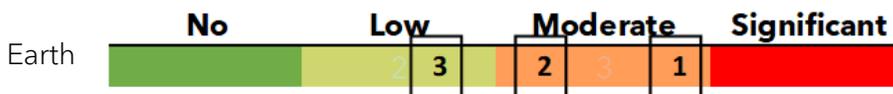
The DEIS will contain report cards for each growth alternative. These will summarize growth alternative performance using metrics important to the community, as understood through Council-adopted policy and outreach in 2020 and 2021. Tools for comparing alternatives will include maps, charts, and tables.

Figure 4: Impacts Evaluated for Each Alternative

Natural Environment	Built Environment: Development	Built Environment: Transportation, Services, Utilities
<ul style="list-style-type: none"> • Earth • Water • Plants and animals • Air quality/greenhouse gas emissions 	<ul style="list-style-type: none"> • Land use and socioeconomics • Plans and policies • Aesthetics: vibrancy, livability, social wellbeing • Aesthetics: shade and shadow, views 	<ul style="list-style-type: none"> • Transportation • Police and Fire/EMS Services • School • Parks • Stormwater quality & facilities • Water and Wastewater utility

Below is an example of a tool that illustrates the level of impact for each alternative on a specific element of the environment. In this example, Alternatives 1 and 2 have moderate impacts on the Earth element of the environment, while Alternative 3 has a low impact.

Figure 5: Level of Impact Example



Overall Growth Alternative Performance

The Redmond 2050 DEIS assesses each growth alternative on more than a dozen metrics. The high-level finding of the DEIS is that **the Centers and Centers and Corridors alternatives both perform well relative to the metrics established in the DEIS.**

- These alternatives meet more objectives because they were designed to meet state and regional policy requirements such as those found in VISION 2050.
- They also assume updated capital plans and other system plans and implementing regulations to be consistent with the growth strategy and incorporation of Redmond 2050 themes: equity and inclusion, sustainability, and resiliency.
- These alternatives provide more natural environment conservation even though they allow more growth because they concentrate that growth to a greater degree and update policies and codes to reflect sustainability and best available science.

The Centers alternative is slightly more consistent with the objectives since it meets housing and job growth targets at both 2044 and 2050 whereas Centers and Corridors meets housing targets but is slightly below 2050 job targets.

Because the Centers and Centers and Corridors alternatives both perform well, the City Council and community's discussion of alternatives will revolve around community preferences.

Getting to a Preferred Alternative

Once the DEIS is published, staff will begin an intensive public comment period to obtain community input on the findings of the DEIS. This will include Council and community input on the ideas being tested, their impacts, and Council and community preferences. This input will feed into development of a preferred alternative. **The preferred alternative can, and probably will, be a hybrid of the alternatives studied in the DEIS.** The benefit of studying multiple alternatives that meet most SEPA objectives is that the City Council and community can choose elements from among the alternatives to create a preferred alternative.

The preferred alternative will be modeled and studied in preparation for publishing a Final EIS in Q4 2022 or Q1 2023. It will identify growth capacity needs for each center so that staff can develop zoning changes and changes to regulations and standards that would be required to accommodate the growth. These are likely to include changes to allowed building heights, building types, incentive packages, and more.