

City of Redmond



Agenda

Tuesday, December 2, 2025

4:30 PM

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

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralene Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Vacant

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

AGENDA

ROLL CALL

A. Action Items - 10 minutes

1. Approve Final Contract with Technical Systems Inc. (TSI) and [CM 25-650](#)
Accept Construction for the Control Systems and Telemetry
Upgrades, Phase 2 and Phase 3 Project

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Department: Public Works, 5 minutes

Requested Action: Consent, January 6th

2. Approve Consultant Agreement with DKS Associates for the [CM 25-651](#)
Citywide Safe Speed Study and Audit Project

[Attachment A: Consultants Services Agreement](#)

[Attachment B: Notification of Grant Award](#)

Department: Public Works, 5 minutes

Requested Action: Consent, January 6th

B. Feedback for Study Session - 10 minutes

1. Overlake Commons Master Planned Development, [CM 25-649](#)
Development Agreement, and Site Plan Entitlement -
Quasi-Judicial

[Attachment A: Technical Committee Report](#)

[Attachment B: Draft Development Agreement with Exhibits](#)

Department: Planning and Community Development, 10 minutes

Requested Action: Study Session, January 27th

C. Informational - N/A

D. Read Only - N/A

ADJOURNMENT

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



Memorandum

Date: 12/2/2025

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

File No. CM 25-650

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Mike Haley	Project Manager
Public Works	Steven Gibbs	Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:

Approve Final Contract with Technical Systems Inc. (TSI) and Accept Construction for the Control Systems and Telemetry Upgrades, Phase 2 and Phase 3 Project

OVERVIEW STATEMENT:

Public Works is requesting Council to approve the final general services contract and accept construction for the Control Systems and Telemetry Upgrades, Phase 2 and Phase 3 project (No. 1810). This sole-source contract with Technical Systems inc. refurbished and replaced obsolete control panels and communication systems at twelve of the city water facilities. Standardizing these systems improves operational reliability, maintainability, and long-term service performance.

The base bid amount of \$3,581,143. Change orders required to address existing conditions and communication system modifications resulted in a final contract amount of \$3,721,377.

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

REQUESTED ACTION:

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Supports the Water System Plan and the Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across Redmond to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.
- **Required:**

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

- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This project successfully upgraded control and telemetry systems at twelve water facilities, improving operational consistency and communications reliability across the water system. All project objectives were met.

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:
\$3,721,376.98

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

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Water and Wastewater 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
1/6/2026	Business Meeting	Approve

Time Constraints:

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

ANTICIPATED RESULT IF NOT APPROVED:

The warranty period begins upon Council acceptance. Delay in construction acceptance would postpone the start of the warranty period and could increase project close-out costs.

ATTACHMENTS:

Attachment A: Control Systems and Telemetry Upgrades, Phase 2 and Phase 3 Project Information Sheet

Attachment B: Additional Project Information

Attachment B – Additional Project Information

Control System and Telemetry Upgrade Phase 2 and 3

Project Discussion

Under this sole-source contract, Technical Systems Inc. (TSI) refurbished or replaced control panels and communication systems at twelve City water facilities, including five flow control sites, four tank sites, and three well sites. These improvements strengthen system reliability and provide standardized communication across the water system.

Public Works maintains and operates Redmond's telemetry network, which supports monitoring, alarm response, and automated control for both water and wastewater infrastructure. The City's system uses customized software and hardware developed specifically for operational needs. TSI serves as the designated system integrator, supplying the components and programming required to maintain consistency systemwide.

Standardizing equipment reduces operational complexity, simplifies troubleshooting, and shortens outage response. Many third-party components are incompatible with Redmond's established control platform, which would increase long-term maintenance costs. To ensure compatibility and protect the City's investment, Council adopted Resolution No. 1398 in 2014 under RCW 39.04.280(2)(a), waiving competitive bidding and establishing TSI as the exclusive provider for telemetry upgrades.

Phases 2 and 3 began in May 2022 following predesign work completed by BHC Consultants and TSI in October 2021. The project schedule was extended due to supply chain delays and the specialized fabrication required for the new components. Three change orders were executed to incorporate additional needs and timeline adjustments:

- Change Order 01: added Wastewater Lift Station 18 to ensure full system coverage.
- Change Order 02: extended the contract duration through the end of 2025.
- Change Order 03: added intrusion alarm integration for all water sites to enhance SCADA system security.

These modifications resulted in a final contract amount of **\$3,721,377**.

Fiscal Information

Current Project Budget

Wastewater CIP 404 fund	\$106,549
Water CIP 403 fund	\$5,205,057
Total Funding	\$5,311,606

Estimated Project Costs

Preliminary Design	\$103,404
Design	\$136,864
Construction	\$4,198,402
Contingency	\$872,936
Total Estimated Project Cost	\$5,311,606

Budget Difference	\$0
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Previous Project-Related Council Touches

Date	Meeting	Action
6/7/2022	Business Meeting	Approve

Project Photos



New control cabinet on NE 90th St



Typical cabinet interior



Typical cell/radio antenna



Memorandum

Date: 12/2/2025

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

File No. CM 25-651

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Isabel Diaz	Senior Traffic Engineer
Public Works	Paul Cho	Traffic Engineering Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:

Approve Consultant Agreement with DKS Associates for the Citywide Safe Speed Study and Audit Project

OVERVIEW STATEMENT:

Public Works is requesting to award a consultant agreement with DKS Associates in the amount of \$152,207 for the development of a Citywide Safe Speed Study and Audit to evaluate speed management strategies on all arterials and connector streets. This study will identify opportunities for speed reductions, provide a decision-making framework for implementing speed limit changes, and recommend infrastructure improvements where appropriate.

This effort will review operating speed data collected as part of the ongoing traffic counts program led by Planning Department and will consider collecting additional speed data where appropriate. The Request for Qualifications (RFQ) was advertised in June 2025. DKS Associates was determined to be the most qualified firm based on their understanding of the project scope and experience developing and implementing speed studies.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan
- **Required:**
Council approval is required to award services agreements that exceed \$50,000 (2018 City Resolution 1503).
- **Council Request:**

N/A

- **Other Key Facts:**

Public Works is requesting this item go forward for Council approval at the January 06, 2025, Council business meeting.

OUTCOMES:

The plan will develop a decision-making framework for implementing posted speed limit changes, and document findings and recommend infrastructure improvements on a report. Approving this agreement keeps the City on the path to completing the Citywide Safe Speed Study and Audit to implementing safe speeds along arterials and local access streets.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

To be completed within 11 months from contract signing.

- **Outreach Methods and Results:**

Stakeholder meetings and interactive comment map linked to City's website.

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

\$152,207 (grant funding)

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs:

☐ Yes

☒ No

☐ N/A

If yes, explain:

N/A

Funding source(s):

Grant

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
1/6/2026	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the agreement would delay timeline for completion of the study, currently anticipated for Winter 2026

ATTACHMENTS:

Attachment A: DKS Associates Agreement
Attachment B: Notification of Grant Award

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

Agreement Number: _____

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

Index of Exhibits

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

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

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

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

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

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

[See attached Scope of Work](#)



EXHIBIT A - SCOPE OF WORK

DATE: November 07, 2025

TO: Isabel Diaz | City of Redmond

FROM: Nikki Davis | DKS Associates

SUBJECT: Citywide Speed Injury Minimization Data Collection

Project #25232-000

PROJECT OBJECTIVE AND PURPOSE

The City of Redmond (CITY) has solicited DKS (CONSULTANT) to complete a study that will identify opportunities for speed reductions, provide a decision-making framework for implementing posted speed limit changes, and recommend complementary infrastructure improvements where appropriate. The study will also include general recommendations for local access streets but will not require data collection on those streets.

TASK 0. PROJECT MANAGEMENT

TASK OBJECTIVE. The CONSULTANT will manage the contract tasks and budget in accordance with the contract. Reallocation of budget resources among budgeted tasks or changes to the timeline may be approved with the concurrence of the CITY project manager.

The CITY does not anticipate receiving Federal Funding for the Citywide Speed Injury Minimization Data Collection project. As such, the CONSULTANT will not have access to the WSDOT Diversity Compliance program and is exempt from all reporting requirements within <https://wsdot.diversitycompliance.com/>.

TASK 0.1 PROJECT MEETINGS

The CONSULTANT will coordinate the following types of meetings with CITY project staff:

PROJECT KICKOFF MEETING (1 Meeting). Upon receiving Notice to Proceed (NTP), the CONSULTANT will schedule and facilitate a virtual kickoff meeting to confirm task/project scope and schedule. CONSULTANT will develop and submit a kickoff meeting agenda in advance of the meeting. Up to three (3) CONSULTANT team members will attend the kickoff meeting. Upon completion, CONSULTANT will submit a meeting summary.

TEAM CHECK-IN MEETINGS (up to 22 meetings). Up to three (3) CONSULTANT team members will attend and facilitate bi-weekly (every other week) virtual meetings (Microsoft Teams) with the appropriate CITY staff to discuss recent activities, upcoming actions, or any project needs or concerns.

TASK 0.2 PROJECT SCHEDULE | INVOICING | PROGRESS REPORTING

The CONSULTANT will develop a schedule of work to be completed within each task, including a list of deliverables and due dates. For each task/deliverable within the project scope, a designated team member will be assigned responsibility for its completion.

The CONSULTANT will submit a monthly progress report with each invoice that describes recent work completed, anticipated work in the next period, and any project issues to address.

TASK 0.3 PROJECT MANAGEMENT WEBSITE

The CITY will set up an online project management website (SharePoint) to manage project tasks and share deliverables, including a shared project schedule. The CONSULTANT will have direct access to the site and will let the CITY know of any participants who want access. CITY participants can be added during project delivery.

TASK 0 DELIVERABLES:

- Task 0.1 Kickoff meeting agenda, meeting invitation, and summary notes
- Task 0.1 Bimonthly check-in call facilitation and summary notes (up to 23 meetings | up to 1 hour)
- Task 0.2 Monthly invoices including progress reports (up to 12)
- Task 0.3 Sharing of project files, documents and document meetings via CITY provided SharePoint.

TASK 0 ASSUMPTIONS:

- Meetings will be conducted virtually (Microsoft Teams).
- Bi-weekly meeting attendance may include up to three (3) CONSULTANT project staff.
- CITY will provide access to project website (SharePoint) to selected CONSULTANT team members.

TASK 1. EXISTING CONDITIONS AND ASSESSMENT

TASK OBJECTIVE. The CONSULTANT will collect and analyze necessary data to complete an assessment of existing conditions.

TASK 1.1 OPERATING SPEED DATA COLLECTION

The CONSULTANT will work with CITY project staff to determine Arterial and Connector streets corridors/segments to collect vehicle operating speeds and volumes. Additionally, CITY project staff will provide existing speed and volume collected along Arterial and Connector streets corridors/segments if collected after 2022.

Collection will be conducted (through CONSULTANT vendor) with the use of pneumatic tubes and completed during the following conditions:

- During a 72-hour period
- Midweek days (Tuesday, Wednesday, or Thursday)
- Typical weather conditions

Collection will **not** be conducted under the following conditions:

- During a holiday week
- Within an active construction zone
- Inclement weather conditions

Data reports will be delivered as individual reports in Excel format, as well as standard reports in Excel and pdf format. Data reported will include:

- 85th percentile motor vehicle operating speed
- 50th percentile motor vehicle operating speed
- Mean (average) motor vehicle speed
- 10-mile Pace motor vehicle operating speed
- Traffic Volumes

Note: The fee estimate includes the vendor's direct costs.

TASK 1.2 SUPPLEMENTAL DATA COLLECTION AND CRASH MAPS

The CONSULTANT team will work with CITY project staff to determine additional data needs to complete the assessment of existing conditions. Additional data will include (**if available**):

- Multimodal Activity
 - Pedestrian Volumes (obtained via the City's Pedestrian Priority Zones)
 - Pedestrian Level of Traffic Stress
 - Bicycle Volumes
 - Bicycle Level of Traffic Stress
- Roadway Classification
- Land Use Designations
- Crash History
 - Washington Department of Transportation (WSDOT) crash reports for the years 2020 - 2024

Supplemental data will be provided in a GIS Shapefile or layer to the CONSULTANT.

CRASH MAPS. The CONSULTANT will develop four (4) DRAFT (v01) and four (4) FINAL Crash History Maps:

1. Pin map of all crashes by severity (DRAFT & FINAL)
2. Heat map of all crashes by severity (DRAFT & FINAL)

3. Pin map of pedestrian-involved and bicycle-involved crashes by severity (DRAFT & FINAL)
4. Heat map of pedestrian-involved and bicycle-involved crashes by severity (DRAFT & FINAL)

CONSULTANT will deliver the maps in PDF and shapefile formats. Upon receipt of CITY comments, CONSULTANT will complete and deliver FINAL Crash History Maps (v02).

TASK 1.3 POLICY REVIEW: SPEED LIMIT SETTING

The CONSULTANT will review existing City of Redmond policies and procedures related to speed limit setting, along with relevant practices from other agencies, and state and national guidance. Based on this review, the CONSULTANT will recommend policy and procedural updates tailored to the City's needs.

The CONSULTANT will review:

- City of Redmond existing speed limit setting policy
- City of Bellevue Speed Management Plan and Speed Limit Standard Operating Procedures
- City of Everett Draft Speed Limit Setting Procedure
- City of Kirkland Policy R-17: Speed Limit Policy
- NCHRP Report 966: Development of a Posted Speed Limit Setting Procedure & Tool
- Oregon Department of Transportation (ODOT) Speed Zone Manual
- Washington State Injury Minimization and Speed Management Policy Elements
- USLIMITS2
- NACTO City Limits
- ITE Speed Management for Safety guidelines

The CONSULTANT will develop a DRAFT Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (v01) and then incorporate CITY comments into the REVISED Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (v02). Upon receiving one set of comments from the City on v02, CONSULTANT will incorporate those comments and submit the FINAL Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (v03).

TASK 1 DELIVERABLES:

- Task 1.1 Roadway corridor/segment operating speed and volume data reports (CONSULTANT Vendor)
 - Individual Reports (Excel format)
 - Standard Reports (Excel and pdf format)
- Task 1.2 Supplemental Data Gathering
- Task 1.2 DRAFT Crash History Maps (v01) in PDF and shapefile formats
 - All crashes by severity (heat map, pin map)
 - Pedestrian-involved and bicycle-involved crashes by severity (heat map, pin map)
- Task 1.2 FINAL Crash History Maps (v02) in PDF and shapefile formats
 - All crashes by severity (heat map, pin map)
 - Pedestrian-involved and bicycle-involved crashes by severity (heat map, pin map)
- Task 1.3 DRAFT Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (V01) (Up to 20 pages in length)

- Task 1.3 REVISED Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (v02) (Up to 20 pages in length)
- Task 1.3 FINAL Speed Limit Policy Assessment and Summary of Finding Technical Memorandum (v03) (Up to 20 pages in length)

TASK 1 ASSUMPTIONS:

- CONSULTANT team will collect operating speed data (according to this scope of work) up to the agreed-upon budget in this contract. If additional collection is needed, the CITY will secure data collection separately.
- CITY will provide Roadway Classification GIS Shapefiles or layers
- CITY will provide existing Pedestrian and Bicycle Volumes GIS Shapefiles or layers
- CITY will supply Pedestrian and Bicycle Level of Traffic Stress GIS Shapefiles or layers
- CITY will provide most current crash data GIS Shapefiles.
- Land Use Designations will be determined via the City's Comprehensive Plan definitions and designations. City will supply Land Use Designations GIS Shapefiles or layers
- CITY will review draft submittals within two (2) weeks of submission
- CITY will provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.

TASK 2. PRIORITIZATION FRAMEWORK AND MONITORING RECOMMENDATION

TASK OBJECTIVE. Building on the findings from the policy and state-of-practice review (Completed in Task 1), the CONSULTANT will develop a data-informed framework for setting and monitoring speed limits that reflects national best practices (e.g., NCHRP Report 966, NACTO City Limits, FHWA Safe System Approach, and/or ITE Speed Management for Safety) and aligns with the City's safety, equity, and active transportation goals. This framework will prioritize corridors based on existing or anticipated active transportation activity, equity considerations, and crash history, and include recommendations for:

- Speed Reductions that can be implemented without additional countermeasures
- Supportive infrastructure improvements such as road diets, lane narrowing, raised crossings, and other traffic calming measures.
- Monitoring plan to measure the success of the speed reductions

TASK 2.1 SPEED LIMIT SETTING FRAMEWORK AND PROCESS

CONSULTANT will develop the Speed Limit Setting Framework and Process including the following elements:

- Develop a Default Posted Speed Limit Policy based on roadway conditions, land use (e.g., maximum posted speed limits of 20 mph on roadways classified Local)
- Engineering procedures (data collection, calculations, analysis, engineering judgment)
- Required data elements (crash history, prevailing motor vehicle speeds, existing posted speed limit, roadway conditions)
- Step-by-step procedure for determining a suggested posted speed limit and/or target speed for a street segment

- Minimum length of speed zones

The CONSULTANT will develop a DRAFT Speed Limit Setting Framework and Process Technical Memorandum (v01) and then incorporate CITY comments into the REVISED Speed Limit Setting Framework and Process Technical Memorandum (v02). Upon receiving one set of comments from the City on v02, CONSULTANT will incorporate those comments and submit the FINAL Speed Limit Setting Framework and Process Technical Memorandum (v03).

TASK 2.2 ROADWAY SEGMENT CASE STUDIES

The CITY will select two (2) segments with distinct characteristics that the CONSULTANT can use as Case Studies of the Task 2.1 REVISED Speed Limit Setting Framework and Process. The CONSULTANT will populate existing conditions data into the REVISED Speed Limit Setting Framework and Process for the two (2) segments separately. Upon completion, CONSULTANT will present the results to the CITY project team in a virtual meeting.

Upon review by CITY of Case Studies (v01), the CONSULTANT will incorporate FINAL Speed Limit Setting Framework and Process Technical Memorandum (v03) into Case Studies (v02).

TASK 2.3 SPEED REDUCTION INFRASTRUCTURE IMPROVEMENT RECOMMENDATIONS

The CONSULTANT will work with the CITY project staff to prioritize roadway corridors/segments (up to 10 corridors/segments). Corridors/segments will be prioritized based on:

- existing or anticipated active transportation activity,
- equity considerations, and
- crash history

to identify locations where reduced speed limits would have the greatest safety and community benefit. For these prioritized corridors, countermeasures may include the following:

- road diets
- lane narrowing
- raised crossings
- other traffic calming measures
- speed feedback signs
- automated speed safety cameras

The recommendations will support lower vehicle operating speeds.

ROADWAY CORRIDOR CUT SHEET(s). The CONSULTANT will develop a Roadway Corridor Cut Sheet for each prioritized corridor/segment (up to 10) that will include:

- Map or graphic of the corridor
- Table of traffic calming recommendations specific to the roadway context

The CONSULTANT will develop a DRAFT Roadway Corridor Cut Sheet(s) (v01) and for each prioritized roadway corridor/segment then incorporate CITY comments into the REVISED Roadway Corridor Cut Sheet (v02). Upon receiving one set of comments from the City on v02, CONSULTANT will incorporate those comments and submit the FINAL Roadway Corridor Cut Sheet (v03).

OVERALL TASK 2 ORDER OF ACTIVITIES. Due to subtasks in Task 2 overlap, the following is an “order of operations” for the activities in this task.

1. CONSULTANT delivers Task 2.1 DRAFT Speed Limit Setting Framework and Process Technical Memorandum (v01)
2. CITY review of this draft and CITY identifies 2 segments for Task 2.2 case studies
3. CONSULTANT delivers the following:
 - a. Task 2.1 REVISED Speed Limit Setting Framework and Process Technical Memorandum (v02), and
 - b. Task 2.2 DRAFT Segment Case Studies (v01), and
 - c. Segment Case Studies presentation to CITY
4. CITY revises Task 2.1 REVISED Speed Limit Setting Framework and Process Technical Memorandum (v02) and Task 2.2 DRAFT Segment Case Studies (v01)
5. CONSULTANT delivers Task 2.1 FINAL Speed Limit Setting Framework and Process Technical Memorandum (v03) and Task 2.2 FINAL Segment Case Studies (v02)
6. Task 2.3 Roadway Corridor Cut Sheet: all activities

TASK 2 DELIVERABLES:

- Task 2.1 DRAFT Speed Limit Setting Framework and Process Technical Memorandum (v01) (Up to 20 pages in length)
- Task 2.1 REVISED Speed Limit Setting Framework and Process Technical Memorandum (v02) (Up to 20 pages in length)
- Task 2.1 FINAL Speed Limit Setting Framework and Process Technical Memorandum (v03) (Up to 20 pages in length)
- Task 2.1 COUNCIL APPROVED FINAL Speed Limit Setting Framework and Process Technical Memorandum (v04) (Up to 20 pages in length)
- Task 2.2 Case Studies (v01) (one (1) page word document)
- Task 2.2 Case Studies (v02) (one (1) page word document)
- Task 2.2 Roadway Segment Case Study Virtual Meeting (60-minute duration) (Up to two (2) CONSULTANT team)
- Task 2.3 DRAFT Roadway Corridor Cut Sheet (v01) (one page per corridor/segment)
- Task 2.3 REVISED Roadway Corridor Cut Sheet (v02) (one page per corridor/segment)
- Task 2.3 FINAL Roadway Corridor Cut Sheet (v03) (one page per corridor/segment)

TASK 2 ASSUMPTIONS:

- CITY will review draft submittals within two (2) weeks of submission
- CITY will provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.
- COUNCIL APPROVED FINAL assumes minimal edits. Additional document development/revisions will require a scope and budget amendment.

TASK 3. STAKEHOLDER ENGAGEMENT

TASK OBJECTIVE. The CONSULTANT will work with the CITY project team to engage key stakeholders—including community members, pedestrian and bicyclist advocacy groups, and law enforcement—to gather input on priority corridors, speed-related concerns, and potential solutions. The CONSULTANT will facilitate up to two (2) public meetings (one virtual and one in-person), as appropriate, to include diverse perspectives throughout the project process.

TASK 3.1 DEFINE KEY STAKEHOLDERS

The CONSULTANT will work with CITY project staff to develop a contact list of key stakeholders of which may include:

- Community Members
- Pedestrian Groups
- Bicycle Groups
- Law Enforcement and other first responders
- Inter-departmental staff
- Peer Jurisdictions

TASK 3.2 ONLINE PROJECT WEBPAGE | SOCIAL MEDIA POST | FLYER

The CITY will develop a project-specific webpage on their city website to promote the project. The city webpage will provide a link to a separate engagement site (using Social Pinpoint) that will be developed and hosted by the CONSULTANT. The CONSULTANT will use Social Pinpoint to develop an interactive comment map, upload relevant information and materials throughout the project on the engagement site. CONSULTANT will generate up to five (5) project updates to the engagement site based on project needs.

- Update 1: Project Description with Comment Mapping Tool Website Launch
- Update 2: Update with Outreach Events promotion (Event Flyer and/or social media)
- Update 3: Update with event recordings and presentation slides post-event
- Update 4: Update with any city council meeting materials (if applicable)
- Update 5: Update about project process or schedule

PROMOTIONAL MATERIALS. The CONSULTANT will develop one social media post and one flyer to help promote the engagement events for the City to distribute on their website, social media and other engagement platforms.

TASK 3.3 ENGAGEMENT EVENTS

The CONSULTANT will work with the CITY project team to develop Outreach Engagement Events. The CONSULTANT will prepare for and participate for up to two (2) community engagement events (one virtual and one in-person) with the CITY Communications staff.

VIRTUAL EVENT. The CONSULTANT will prepare and present for one virtual event (up to 60 minutes in duration) to a group of stakeholders or community members to get their feedback on the project purpose and process. The virtual event will be recorded and can be uploaded to the engagement website on Social Pinpoint. Up to two (2) CONSULTANT team members will be present during the presentation.

ONLINE PRESENTATION MATERIALS. The CONSULTANT will develop DRAFT Presentation Slides (v01) (up to 25 slides) for a 30-minute presentation and 30-minute Question and Answer Period for the virtual workshop. Upon receiving one set of comments from the City on v01, CONSULTANT will incorporate those comments into the FINAL Presentation Slides (v02) (up to 25 slides).

IN-PERSON EVENT. The CONSULTANT will work with the CITY to determine a time and location that is best suited to gather feedback from the public. The purpose of the in-person event is to share the project purpose and solicit feedback on their concerns and questions they may have related to posted speed limits. The event will be up to two-hours in duration.

GRAPHICS AND POSTER BOARDS. The CONSULTANT will develop a set of Graphics / Poster Boards (up to 6 poster boards) for the in-person event to inform the public of project information and details of the selected recommendations (as outlined in Task 2.2). The CONSULTANT will develop a DRAFT Graphics / Poster Boards (v01). Upon receiving one set of comments from the City on v01, CONSULTANT will incorporate those comments and submit the FINAL Graphics / Poster Boards (v02).

TASK 3.4 SUMMARY OF EVENTS

A summary of stakeholder feedback will be developed to capture key themes, concerns, and priorities shared during outreach activities. This summary will highlight identified challenges related to speed limits, corridor safety, enforcement, and infrastructure needs, providing insight into community and agency perspectives that inform the final recommendations.

The CONSULTANT will develop a DRAFT Summary of Engagement Findings (v01) (up to 5 pages). Upon receiving one set of comments from the City on v01, CONSULTANT will incorporate those comments and submit the FINAL Summary of Engagement Findings (v02) (up to 5 pages).

TASK 3 DELIVERABLES:

- Task 3.1 List of Key Stakeholders (excel format, including contact information)
- Task 3.2 Project Webpage (Social Pinpoint) (including five (5) updates)
- Task 3.2 Social Media Post Content
- Task 3.2 Project Flyer
- Task 3.3 DRAFT Virtual Public Meeting Presentation Slides (v01) (up to 25 slides)
- Task 3.3 FINAL Virtual Public Meeting Presentation Slides (v02) (up to 25 slides)
- Task 3.3 Virtual Public Meeting (Up to two (2) CONSULTANT team members)
- Task 3.3 DRAFT Graphics / Poster Boards (vV01) (up to 6)
- Task 3.3 FINAL Graphics / Poster Boards (v02) (up to 6)
- Task 3.3 In-Person Event (one (1) CONSULTANT team member)
- Task 3.4 DRAFT Summary of Engagement Findings (v01) (up to 5 pages)

- Task 3.4 FINAL Summary of Engagement Findings (v02) (up to 5 pages)

TASK 3 ASSUMPTIONS:

- CITY will provide contact information for each stakeholder.
- Up to Two (2) CONSULTANT project team members will attend the virtual public meeting
- One (1) CONSULTANT project team member will attend the in-person
- CITY will review draft submittals within two (2) weeks of submission
- CITY will provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.
- CONSULTANT is not anticipated to develop materials or attend presentations to City Council.
- All materials and presentations will be provided in English. The CONSULTANT can provide translated materials or interpreters in Spanish or Mandarin, **based on an additional scope amendment.**

TASK 4. SPEED STUDY EXECUTIVE SUMMARY AND IMPLEMENTATION PLAN

TASK OBJECTIVES. The CONSULTANT will develop a Citywide Speed Study Executive Summary and Implementation Plan that compiles key findings, maps, graphics, and supporting materials to clearly communicate the analysis and recommendations as outlined in previous tasks.

The summary will also include recommended phases of implementation: planning, data collection, data gap identification, segmentation, pilot studies, full implementation. Final versions of technical memos from previous tasks will serve as appendices to the Speed Study Executive Summary and Implementation Plan.

TASK 4.1 CITYWIDE SPEED STUDY EXECUTIVE SUMMARY AND IMPLEMENTATION PLAN

The CONSULTANT will develop a DRAFT Citywide Speed Study Executive Summary and Implementation Plan (v01) and then incorporate CITY comments into the REVISED Citywide Speed Study Executive Summary and Implementation Plan (v02). Upon receiving one set of comments from the City on v02, CONSULTANT will incorporate those comments and submit the FINAL Citywide Speed Study Executive Summary and Implementation Plan (v03).

TASK 4 DELIVERABLES:

- Task 4.1 DRAFT Citywide Speed Study Executive Summary and Implementation Plan (v01) (up to 20 pages, not including appendices)
- Task 4.1 REVISED Citywide Speed Study Executive Summary and Implementation Plan (v02) (up to 20 pages, not including appendices)
- Task 4.1 FINAL Citywide Speed Study Executive Summary and Implementation Plan (v03) (up to 20 pages, not including appendices)

TASK 4 ASSUMPTIONS:

- Citywide Speed Study Executive Summary and Implementation Plan will include previously created documents (graphics, cut sheets, maps, etc.) developed in the relevant tasks
- Citywide Speed Study Executive Summary and Implementation Plan will NOT include a separate toolbox of speed-related countermeasures.

- CITY will review draft submittals within two (2) weeks of submission
- CITY will provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.

Exhibit B

DBE Participation Plan

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

[See attached voluntary SBE Participation Plan](#)



EXHIBIT B: SBE PARTICIPATION PLAN

DATE: November 07, 2025

TO: Isabel Diaz | City of Redmond

FROM: Nikki Davis | DKS Associates

SUBJECT: Citywide Speed Injury Minimization Data Collection

Project #25232-000

A. DKS ASSOCIATES ANTICIPATES UTILIZING CERTIFIED SMALL BUSINESS ON THIS PROJECT IN THE FOLLOWING AMOUNTS:

STATE CERTIFICATION CATEGORY	ANTICIPATED PERCENT OF CONTRACT AMOUNT	ANTICIPATED DOLLAR VALUE OF COUNTABLE PARTICIPATION
Small Business	10%	\$15,000

B. DKS ASSOCIATES ANTICIPATES UTILIZING THE FOLLOWING CERTIFIED SMALL AND DIVERSE FIRMS AS SUBCONTRACTORS/SUPPLIERS ON THIS PROJECT:

FIRM NAME	SBE CERTIFICATION NO.	SCOPE OF WORK	CONTRACTED OR ANTICIPATED	DOLLAR AMOUNT OF WORK
Traffic Data Gathering	PWSBE: W2F0021567	Collection of Vehicle Operating Speeds and Volumes	Contracted	\$15,000

PREPARED BY (PRINT)	Nikki Davis		
PREPARED BY SIGNATURE	<i>Nikki Davis</i>		
PREPARER'S TITLE:	Project Manager		
DATE & PHONE NUMBER	10/05/2025	206.436.0636	

SBE WRITTEN CONFIRMATION

PROJECT NUMBER	Citywide Speed Injury Minimization Data Collection	
PRIME CONSULTANT	DKS Associates	
SBE FIRM NAME	Traffic Data Gathering	
PREPARED BY (PRINT)	Carla Nasr	
PREPARED BY (SIGNATURE)	<i>Carla Nasr</i>	
DATE AND PHONE NUMBER	11/7/2025	(425) 334-3348

As an authorized representative of the Small Business Enterprise (SBE) firm, I confirm that we have been contacted by the referenced proposer with regard to the referenced project and if the proposer is awarded the contract, we will enter into an agreement with the proposer to participate in the project consistent with the information provided in the proposer's SBE Plan.

Percentage Commitment = 15%

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

[See attached Exhibit C](#)

B. Roadway Design Files

[See attached Exhibit C](#)

C. Computer Aided Drafting Files

[See attached Exhibit C](#)

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

[See attached Exhibit C](#)

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

[See attached Exhibit C](#)

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

[See attached Exhibit C](#)

II. Any Other Electronic Files to Be Provided

See attached Exhibit C

III. Methods to Electronically Exchange Data

See attached Exhibit C

A. Agency Software Suite

[See attached Exhibit C](#)

B. Electronic Messaging System

[See attached Exhibit C](#)

C. File Transfers Format

[See attached Exhibit C](#)



EXHIBIT C – PREPARATION AND DELIVERY OF ELECTRONIC ENGINEERING AND OTHER DATA

DATE: November 07, 2025

TO: Isabel Diaz | City of Redmond

FROM: Nikki Davis | DKS Associates

SUBJECT: Citywide Speed Injury Minimization Data Collection

Project #25232-000

A. SURVEYING, ROADWAY DESIGN & PLANS PREPARATION SECTION

Standard:

- City of Redmond Datum Control
- State Plane Coordinate System

Format:

- Basemap in CAD/Civil3D 2013 or higher

Transmission:

- Email
- SharePoint

B. ROADWAY DESIGN FILES

Standard:

- City of Redmond Datum Control
- AASHTO
- NACTOI
- WSDOT Design Manual

Format:

- Basemap in CAD/Civil3D 2013 or higher

Transmission:

- Email

- SharePoint

C. COMPUTER AIDED DRAFTING FILES

Standard:

- CONSULTANT will follow CITY drafting standards
- City of Redmond Title Block Format

Format:

- Basemap in CAD/Civil3D 2013 or higher

Transmission:

- Email
- SharePoint

D. SPECIFY THE AGENCY'S RIGHT TO REVIEW PRODUCT WITH THE CONSULTANT

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

E. SPECIFY THE ELECTRONIC DELIVERABLES TO BE PROVIDED TO THE AGENCY

CONSULTANT will provide deliverables referenced in Exhibit A Scope of Work

F. SPECIFY WHAT AGENCY FURNISHED SERVICES AND INFORMATION IS TO BE PROVIDED

CITY will furnish services and information referenced in Exhibit A Scope of Work

II. ANY OTHER ELECTRONIC FILES TO BE PROVIDED

CONSULTANT will provide electronic files in the following format(s):

- Microsoft Excel workbooks
- Microsoft Word Documents
- Acrobat Adobe PDF(s)
- WSDOT eForms

III. METHODS TO ELECTRONICALLY EXCHANGE DATA

CONSULTANT will provide electronic exchange data in the following format(s):

- Email
- SharePoint

A. AGENCY SOFTWARE SUITE

N/A

B. ELECTRONIC MESSAGING SYSTEM

N/A

C. FILE TRANSFER FORMAT

- Microsoft Excel workbooks
- Microsoft Word Documents
- Acrobat Adobe PDF(s)
- Zip files
- CAD files

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit D

Consultant Fee Determination

Project Name: Citywide Speed Injury Minimization Data Collection
 Project Number:
 Consultant: DKS Associates

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 194%	Fee (Profit) 28%	Total Hourly Rate	Total
Director	2	\$ 106.37	\$206.36	\$30.00	\$343	\$685
Trans Planning Specialist 3	213	\$ 60.63	\$117.62	\$17.10	\$195	\$41,610
Deputy	59	\$ 106.06	\$205.76	\$29.91	\$342	\$20,162
Transportation Engineer 5	37	\$ 93.27	\$180.94	\$26.30	\$301	\$11,119
Transportation Engineer 3	63	\$ 67.90	\$131.73	\$19.15	\$219	\$13,783
Transportation Engineer 2	223	\$ 53.18	\$103.17	\$15.00	\$171	\$38,210
Administrative Assistant 5	6	\$ 63.81	\$123.79	\$17.99	\$206	\$1,234
Transportation Engineer 5	12	\$ 93.27	\$180.94	\$26.30	\$300.52	\$3,606
Communications Consultant 5	32	\$ 56.74	\$110.08	\$16.00	\$182.82	\$5,850
Total Hours						647
Subtotal:						\$136,259
REIMBURSABLES						
Mileage						\$98
Reproduction (copies, plots, etc.)						\$850
Subtotal:						\$948
SUBCONSULTANT COSTS (See Exhibit E)						
Traffic Data Gathering						\$15,000
Subtotal:						\$15,000

Total: \$152,207

Contingency:

GRAND TOTAL: \$152,207

CITYWIDE SPEED INJURY MINIMIZATION DATA COLLECTION
DKS Associates
Prepared 10/07/2025

ASSUMPTIONS Prepared 10/07/2025										Traffic Data Gathering			Direct Costs (Vendor, Travel, ODC)		
Position	Director	Trans. Planning Specialist 3	Deputy	Trans. Engineer 5	Trans. Engineer 3	Trans. Engineer 2	Admin. Assistant	Trans. Engineer 5	Communications Consultant 5	Principal In Charge	Project Manager	Field Technician			
Direct Rates + Overhead + Fixed Fee	\$343.00	\$195.00	\$342.00	\$301.00	\$219.00	\$171.00	\$206.00	\$300.52	\$182.82	\$120.00	\$100.00	\$75.00			
TASK 0: PROJECT MANAGEMENT														Hours	Labor
Task 0.1 Kickoff meeting agenda, meeting invitation, and summary notes		2	1	2										93	\$20,230.00
Task 0.1 Bimonthly check-in call facilitation and summary notes (up to 23 meetings up to 1 hour)		40	6	6	6	6									
Task 0.2 Monthly invoices including progress reports (up to 12)	2	6					6								
Task 0.3 Sharing of project files, documents, and document meetings (via SharePoint)		4				6									
TASK 1: EXISTING CONDITIONS AND ASSESSMENT														330	\$44,790.00
Task 1.1 Roadway corridor/segment operating speed and volume data reports (CONSULTANT Vendor)															
• Individual Reports (Excel format)		8		4		8				10	40	130			
• Standard Reports (Excel and pdf format)		4	3	4	8	20									
Task 1.2 Supplemental Data Gathering															
Task 1.2 DRAFT Crash History Maps (v01) in PDF and shapefile formats															
• All crashes by severity (heat map, pin map)															
• Pedestrian-involved and bicycle-involved crashes by severity (heat map, pin map)															
Task 1.2 FINAL Crash History Maps (v02) in PDF and shapefile formats															
• All crashes by severity (heat map, pin map)		2	1		8	16									
• Pedestrian-involved and bicycle-involved crashes by severity (heat map, pin map)															
Task 1.3 DRAFT Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (V01) (Up to 20 pages in length)		8	4			24									
Task 1.3 REVISED Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (v02) (Up to 20 pages in length)		4	1			16									
Task 1.3 FINAL Speed Limit Policy Assessment and Summary of Finding Technical Memorandum (v03) (Up to 20 pages in length)		2	1			4									
TASK 2: PRIORITIZATION FRAMEWORK AND MONITORING RECOMMENDATION														237	\$51,231.24
Task 2.1 DRAFT Speed Limit Setting Framework and Process Technical Memorandum (v01) (Up to 20 pages in length)		24	16		16	16									
Task 2.1 REVISED Speed Limit Setting Framework and Process Technical Memorandum (v02) (Up to 20 pages in length)		16	4			16									
Task 2.1 FINAL Speed Limit Setting Framework and Process Technical Memorandum (v03) (Up to 20 pages in length)		2	1			4									
Task 2.1 COUNCIL APPROVED FINAL Speed Limit Setting Framework and Process Technical Memorandum (v04) (Up to 20 pages in length)		2	1												
Task 2.2 Case Studies (v01) (one (1) page word document)		6	2			8									
Task 2.2 Case Studies (v02) (one (1) page word document)		2	2			4									
Task 2.2 Roadway Segment Case Study Virtual Meeting (60 minute duration) (Up to two (2) CONSULTANT team)		6	1			1									
Task 2.3 DRAFT Roadway Corridor Cut Sheet (v01) (one page per corridor/segment)		16	1	6	10	24		10							
Task 2.3 REVISED Roadway Corridor Cut Sheet (v02) (one page per corridor/segment)		2	1		2	8		2							
Task 2.3 FINAL Roadway Corridor Cut Sheet (v03) (one page per corridor/segment)		1	1		1	2									
TASK3: STAKEHOLDER ENGAGEMENT														70	\$16,463.54
Task 3.1 List of Key Stakeholders (excel format, including contact information)		2	1	2											
Task 3.2 Project Webpage (Social Pinpoint) (including four (4) updates)		1		6											
Task 3.2 Social Media Post Content		1		2					2						
Task 3.2 Project Flyer		1		2					4						
Task 3.3 DRAFT Virtual Public Meeting Presentation Slides (v01) (up to 25 slides)		4	1						4						
Task 3.3 FINAL Virtual Public Meeting Presentation Slides (v02) (up to 25 slides)		2													
Task 3.3 Virtual Public Meeting (Up to two (2) CONSULTANT team members)		1	1												
Task 3.3 DRAFT Graphics / Poster Boards (vV01) (up to 6)		2		2					8						
Task 3.3 FINAL Graphics / Poster Boards (v02) (up to 6)		1							4						
Task 3.3 In-Person Event (one (1) CONSULTANT team member)		5												\$948.00	
Task 3.4 DRAFT Summary of Engagement Findings (v01) (up to 5 pages)		6	1	2											
Task 3.4 FINAL Summary of Engagement Findings (v02) (up to 5 pages)		2													
TASK 4: SPEED STUDY EXECUTIVE SUMMARY AND IMPLEMENTATION PLAN														98	\$19,492.20
Task 4.1 DRAFT Citywide Speed Study Executive Summary and Implementation Plan (v01) (up to 20 pages, not including appendices)		20	4		8	20			10						
Task 4.1 REVISED Citywide Speed Study Executive Summary and Implementation Plan (v02) (up to 20 pages, not including appendices)		6	2		4	16									
Task 4.1 FINAL Citywide Speed Study Executive Summary and Implementation Plan (v03) (up to 20 pages, not including appendices)		2	2			4									
Subtotal Person Hours	2	213	59	38	63	223	6	12	32					828	\$152,206.98

Exhibit E

Sub-consultant Cost Computations

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

[See attached Exhibit E](#)

EXHIBIT E

Subcontracted Work

Project Name: Citywide Speed Injury Minimization Data Collection

Project Number:

Consultant: DKS Associates

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

Subconsultant	Work Description	Amount
Traffic Data Gathering	Speed and Volume data collection	\$15,000
Total:		\$15,000

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G ***Certification Document***

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐ Mayor

☐ Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

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

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

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

October 8, 2024

Mr. Aaron Bert
Public Works Director
City of Redmond
P.O. Box 97010
Redmond, WA 98073-9710

**RE: Citywide Speed Injury Minimization Data Collection
2024 City Safety Program
Federal Funding**

Dear Mr. Bert:

WSDOT is pleased to advise you that the above-mentioned safety project was selected to receive funding through FHWA's Highway Safety Improvement Program (HSIP). The federal funding is limited as shown below:

Citywide Speed Injury Minimization Data Collection \$200,000

Scope: See attached project summary.

NOTE: The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2027. If any phase is not obligated by this date, remaining funding may be rescinded, and the agency will need to re-compete for funding or construct the project with local funds. Scope and funding modifications require prior approval from WSDOT HQ Local Programs.

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Redmond** and your password is **Redmo163**. The password is case sensitive.

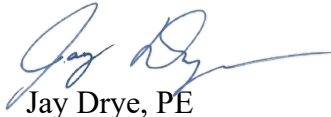
Mr. Aaron Bert
City of Redmond
October 8, 2024

- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For questions or assistance, please contact your Region Local Programs Engineer, Mehrdad Moini at 206.440.4734 or Mehrdad.Moini@wsdot.wa.gov.

Sincerely,



Jay Drye, PE
Director
Local Programs

Attachment

JD:me:cdm

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, PE, Northwest Region Local Programs Engineer
Ed Spilker, City Safety and Traffic Programs Manager



Memorandum

Date: 12/2/2025

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

File No. CM 25-649

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Planning and Community Development	Alex Hunt	Senior Planner
Planning and Community Development	David Lee	Planning Manager

TITLE:

Overlake Commons Master Planned Development, Development Agreement, and Site Plan Entitlement - Quasi-Judicial

OVERVIEW STATEMENT:

Review and approve a Type V quasi-judicial consolidated review permit for development of an approximately 4-acre site. The proposal includes two multifamily residential buildings with a total of up to 830 residential dwelling units. Site improvements will include on-site circulation, landscaping, and open spaces for residents. The proposal is being reviewed under 2024 Redmond Zoning Code (RZC) standards as permitted by RZC 21.12.505.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

FW-15: Promote a development pattern and urban design that enable people to readily use alternative modes of transportation, including walking, bicycling, transit and carpools.

LU-8: Design developments to encourage access by modes of travel other than driving alone, such as walking, bicycling and transit, and to provide connections to the nonmotorized system.

OV-42: Size and design plazas and open spaces to meet the needs of those who live, work, and shop in the area. Include among the facilities a place to gather, rest, eat, and engage in active recreational activities that do not require large amounts of space. Provide trees and places for shade and relief.

- **Required:**

Date: 12/2/2025

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

File No. CM 25-649

Type: Committee Memo

Per RZC Table 21.76.050B, Master Planned Developments and Development Agreements are Type V Quasi-Judicial Permits. Consistent with RZC Table 21.76.050A, following a recommendation by the Technical Committee, Type V Permits require a public hearing and decision by City Council.

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

The outcomes of the project include the following:

- Expansion of Redmond's housing supply by approximately 830 units, including affordable housing.
- Addition of new residential uses adjacent to the Overlake Village light rail station, supporting transit-oriented development goals.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Notice of Application: November 28, 2024

Neighborhood Meeting: January 6, 2025

Public Hearing Notice: TBD, a minimum of 21 days prior to Council hearing

- **Outreach Methods and Results:**

Notice of Application: Mailed and posted on-site

Neighborhood Meeting Notice: Mailed

Neighborhood Meeting: Hosted virtually

Public Hearing Notice: To be mailed and posted on-site

- **Feedback Summary:**

Eight (8) comments were received on the application. The comments were related to the following:

- Questions related to project timing
- Displacement of existing residents at the assisted and senior living facility
- Support for new development supporting walkability and affordability

BUDGET IMPACT:

Total Cost:

Staff working on this project are funded through the adopted budget.

Approved in current biennial budget:

☒ **Yes**

☐ **No**

☐ **N/A**

Budget Offer Number:

0000303 - Development Services

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs:

☐ **Yes**

☐ **No**

☒ **N/A**

If yes, explain:

N/A

Funding source(s):

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
1/27/2026	Study Session	Provide Direction
2/17/2026	Business Meeting	Approve

Time Constraints:

The applicant would appreciate a speedy and thorough review of the project.

ANTICIPATED RESULT IF NOT APPROVED:

The proposed development of approximately 830 residential units would not occur.

ATTACHMENTS:

Attachment A-Technical Committee Report

Attachment B-Draft Development Agreement

Type V Consolidated Master Planned Development, Development Agreement, and Site
Plan Entitlement

Technical Committee Report

Project Name: Overlake Commons Type V Consolidated Master Planned Development, Development Agreement, and Site Plan Entitlement

Location: 2956 152nd Ave NE

Project File Number: LAND-2024-00221, LAND-2024-00222, LAND-2024-00223, SEPA-2024-00224, PR-2024-00429

Project Description: Proposed development of two 8-story multi-family residential buildings with a total of up to 830 residential dwelling units.

Applicant: Kelly Carlson, Runberg Architecture Group

Planner: Alex Hunt, Senior Planner

Recommendation: Approval with conditions

Conclusion in Support of Recommendation: The Technical Committee has found the proposal to be in compliance with the Redmond Zoning Code (RZC), Redmond Comprehensive Plan, and Redmond Municipal Code. The City of Redmond issued a Determination of Non-Significance (DNS) for the subject proposal under the State Environmental Policy Act (SEPA) in conjunction with the Technical Committee recommendation, under File No. SEPA-2024-00224.



Carol V. Helland, Director
Department of Planning and
Community Development



Aaron Bert, Director
Public Works Department

Project Review Authority and Procedures

The City of Redmond **Technical Committee** is comprised of staff from different departments and disciplines who analyze project applications for compliance with City codes and regulations. Based on this analysis, the Technical Committee provides responses, conclusions, and recommendations (in the form of this report) to the City Council. The City Council will conduct a public hearing to receive public testimony regarding the proposal and to review the Technical Committee's analysis and recommendations on the Master Planned Development Permit (LAND-2024-00221), Development Agreement (LAND-2024-00222), and Site Plan Entitlement (LAND-2024-00223). Based upon the Technical Committee's recommendations and testimony received at the public hearing, the Council will make the final decision regarding the Master Planned Development Permit, Development Agreement, and Site Plan Entitlement.

Key Dates

Application Date: September 26, 2024

Determination of Completeness: October 24, 2024

Neighborhood Meeting Date: January 6, 2025

SEPA Determination of Non-Significance Issued: December 1, 2025

SEPA Appeal Deadline: December 30, 2025

Technical Committee Recommendation Meeting: November 19, 2025

Public Hearing Date: To be determined, tentatively February 17, 2025

Report Attachments

1. General Application Forms
2. Notice of Application and Certification of Public Notice
3. Neighborhood Meeting Notice Affidavit
4. Public Comments
5. SEPA Checklist
6. Master Plan Packet
7. Design Review Plans
8. Development Agreement
9. Site Plan Entitlement Drawings
10. Arborist Report
11. Critical Areas Report
12. Phase 2 Traffic Study
13. Utility Availability Certificate
14. Stormwater Report
15. Transportation Certificate of Concurrency
16. Parking Modification Memo
17. Tree Exception Request

18. Title Report
19. Waste Management Approval Letter

I. Proposal Summary

The proposed project redevelops the existing Overlake Terrace site to develop two 8-story multi-family residential buildings, landscaping, and site improvements. Both residential structures would contain a combined total of up to 830 residential dwelling units and would contain structured parking with a capacity for 713 vehicles. On-site open space would be provided in the form of plazas and podium-top courtyard spaces open to residents as well as a nature plaza space that would be publicly accessible.

II. Site Description and Context

The project site consists of a 4.7-acre parcel in the Overlake neighborhood. The parcel is irregularly shaped and slopes up toward the east, for a total vertical relief of approximately 60 feet across the 730-foot length of the property. The site is currently developed with a senior and assisted living facility.

The table below depicts existing land uses and zoning designations adjacent to the project site:

Adjacent	Existing Land Use	Zone
North	Office (application for mixed-use residential currently under review)	Overlake Business and Advanced Technology (OBAT)
South	Hotel, Mixed-Use Residential	Overlake Village (OV)
East	Office	Overlake Business and Advanced Technology (OBAT)
West	Light rail station	Overlake Village (OV)

III. Site Requirements

The proposal is vested to the 2024 land use regulations in place as of December 31, 2024, as established in RZC 21.12.505-Transition to New Standards (See Section XII). The site has a Comprehensive Plan designation of Overlake Mixed Use and a vested Zoning designation of Overlake Village 1 (OV-1). The intent of the Overlake Village zones is to encourage a broad mix of multifamily residential and commercial uses and amenities in order to achieve a vibrant, engaging environment and a true urban center. The multi-family residential use proposed for the site is a permitted land use in the OV-1 Zone (RZC Table 21.12.040B). The site requirements established in RZC 21.12.040 for this district are depicted in the table below. Additional land use regulations are addressed in Section VI, Compliance with Development Regulations.

OV-1 Development Regulations (RZC 21.12.040)

Regulation	Requirement	Proposed
Maximum Floor Area Ratio with Incentives*	4.0	3.95
Maximum Building Height with Incentives*	9 stories	Up to 9 stories
Maximum Impervious Surface Area	85% of site area	78%
Minimum Landscaped Area	15% of site area	31%
Minimum Parking	1.25 spaces per residential unit	0.62 spaces per residential unit**

*See Section VI for details on the proposal's compliance with incentives to achieve higher development yield.

**See Section XI for details on the requested deviation from parking requirements.

IV. Public Notice and Comment

Requirements for public notice are contained in RZC 21.76.080.

A. Notice of Application:

The Notice of Application for this proposal was published on November 7, 2024. The notice was posted at City Hall, the Redmond Regional Library, and one notice sign was posted on the property. A notice was also mailed to property owners within 500 feet of the site (Attachment 2, Certificate of Public Notice).

Public Input: During the Notice of Application public comment period and throughout the project review, the City received eight (8) written comments (Attachment 4, Public Comments).

The comments expressed the following concerns or requests for consideration and staff has included responses below:

1. Questions related to project and construction timeline.

Staff Response: Construction timeline will be largely at the discretion of the property owner but is contingent upon the issuance of several construction permits. After a decision on this consolidated land use permit application, the applicant will need to apply for and obtain additional permits before construction work may occur on the site.

2. Concerns with displacement of existing residents at the senior and assisted living facility.

Staff Response: The City does not have regulations in place requiring relocation assistance or similar mitigation measures to residential displacement. However, the operator of the senior and assisted living facility has several proposed measures to mitigate displacement impacts, including moving assistance, relocation notice (as required by the Department of Social and Health Services), and relocation discounts at alternative facilities.

3. Support for new development supporting walkability and affordability.

Staff Response: Support for the project has been noted.

B. Neighborhood Meeting:

A neighborhood meeting was held on January 6, 2025 (Attachment 3, Neighborhood Meeting Notice) consistent with the Neighborhood Meeting requirements established in RZC 21.76.060.C. Neighborhood meeting notice was mailed to those individuals that received the Notice of Application. During the Neighborhood Meeting, the applicant provided an overview of the project proposal and addressed questions from meeting attendees. Questions and concerns voiced during the Neighborhood Meeting are summarized below. Responses to comments are addressed in Section IV.A above.

- Project timeline
- Concerns with displacement of existing residents

V. State Environmental Policy Act

The State Environmental Policy Act (SEPA) requires applicants to disclose potential impacts to the environment that may occur as a result of their project. The Environmental Checklist submitted by the applicant adequately discloses anticipated environmental impacts as a result of this project. City of Redmond codes and regulations; including those contained within the Zoning Code, Streets and Sidewalks, Water and Sewer, and Building and Construction Codes adequately mitigate for these anticipated environmental impacts. Therefore, a Determination of Non-Significance (DNS) is being issued in conjunction with this Technical Committee recommendation (Attachment 5, SEPA Application Form and Checklist).

VI. Compliance with Development Regulations

A. Landscaping

RZC 21.32 establishes landscaping standards for new development, including planting locations and dimensional specifications.

Finding:

As conditioned, the project satisfies the landscaping requirements of RZC 21.32. The perimeter of the site, including along 152nd Ave NE, will be planted with

landscaping intended to visually screen the site and provide a buffer between adjacent development, and the central courtyard and plazas will be planted with low vegetative cover integrated into the site design to soften the visual appearance of the development. The project complies with the Ecological Score requirements of RZC 21.32.030 by providing minimum 25% northwest adaptive and native plants, providing a minimum of 25% evergreen trees, planting at least 25% of trees at a greater size than typically required, and providing green roofs that provide 10% roof coverage. Planting details will be verified for code compliance in conjunction with future civil and building permits submittals, and any changes to proposed landscaping will be reviewed to ensure continued compliance with RZC 21.32.

B. Tree Protection & Replacement

RZC 21.72.060 requires a minimum of 35% of all significant trees to be retained. Significant trees are those trees with a diameter at breast height (dbh) of 6" or greater. Any trees being removed shall be replaced, with one (1) replacement tree required per tree removed, or in the case of landmark trees (those trees with 30" or greater dbh), three (3) replacement trees required per removed landmark tree. Alternatives to tree replacement are permitted pursuant to RZC 21.72.090. If a proposal is not able to provide all replacement tree plantings on-site, the applicant may pursue alternative methods of tree replacement per RZC 21.72.080.E.

Finding:

As conditioned, the proposal complies with the tree protection standards of RZC 21.72. The Arborist Report provided by the applicant (Attachment 10) identifies 227 significant trees on-site, which includes 9 landmark trees. The applicant is proposing removal of 179 significant trees plus 9 landmark trees. Because the proposal retains less than the required 35% of significant trees and removes landmark trees, an exception request has been provided per the requirements of RZC 21.72.090 (Attachment 17). The application meets the criteria for approval of an exception request (See Section XI, Deviations), as strict compliance with the tree retention standards would limit the development potential of the site in a manner inconsistent with the adopted vision and policies for the Overlake neighborhood. To mitigate the removal of trees on-site, the applicant proposes 213 replacement trees in conjunction with redevelopment of the project site, which meets the tree replacement standards of RZC 21.72.080. See the below table for tree removal and required replacement quantities.

Tree Retention and Replacement Table

Tree Type	Total Existing	Removed	Retained	Required Replacement
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Significant (6"-30" dbh)	218	179	39	179*
Landmark (>30" dbh)	9	9	0	27
Total	227	188	39	206

*Per RZC 21.72.090.B.2, tree replacement ratios may be modified for master plans within urban centers and local centers to allow for 1:1 replacement when accompanied by a three-tier vegetative replacement plan. The applicant has provided a three-tier vegetative replacement plan with their Master Plan and Site Plan Entitlement submittal.

C. Critical Areas

RZC 21.64 regulates the protection of critical areas, including geologically hazardous areas, wetlands, streams, frequently flooded areas, and critical aquifer recharge areas. The critical area standards of RZC 21.64 also establish the methodology for delineating critical areas.

Finding:

There are no mapped critical areas on or adjacent to the project site, and further review of the project site did not yield evidence of the presence of critical areas. Therefore, the critical area standards of RZC 21.64 do not apply to the proposed development. The applicant provided a Wetland Reconnaissance Study (Attachment 11), which was prepared by a qualified ecologist and based on direct site observations.

D. Open Space

RZC 21.12.120, as vested, establishes requirements for open space associated with residential development in the Overlake Village zones. New development shall provide usable open space in amount equal to or greater than 6.25% of the gross residential floor area.

Finding:

As conditioned, the proposal complies with the residential open space requirements of RZC 21.12.120 (see Attachment 9, Site Plan Entitlement, Sheet G.8). The applicant proposes 52,518 square feet of open space, including plazas, courtyards, roof decks, private balconies, and private patios. The proposed open space is equivalent to 7.6% of the residential gross floor area.

E. Affordable Housing

RZC 21.20 establishes affordable housing requirements for new development. Pursuant to RZC 21.20.030, as vested, at least ten percent of the units in new

housing developments must be affordable housing units. Additionally, one bonus market rate unit is permitted for each affordable housing unit provided.

Finding: As conditioned, the proposal meets all applicable affordable housing regulations. The Site Plan Entitlement (Attachment 9, Sheet G.1) proposes 663 base units, 67 affordable units, and 67 bonus market rate units, for a total of 797 units. If the total number of residential units changes, the required number of affordable units will be correspondingly updated. The affordable units are intermingled throughout both proposed buildings, and the size of the affordable units will be similar to market rate units, not to fall below the minimum required areas prescribed by RZC 21.20.040, as vested.

F. Overlake Village Incentive Program

RZC 21.12.170, as vested, establishes the Overlake Village Incentive Program, which provides development density and height bonuses in exchange for project features that implement neighborhood goals for Overlake.

Finding: As conditioned, the project satisfies the requirements of RZC 21.12.170 to receive development bonuses. The proposal is utilizing the decarbonization incentive, which allows development to obtain the maximum allowable height in the zone and provides an additional floor area ratio (FAR) bonus of 1.5 for residential uses. The decarbonization incentive requires a number of measures to ensure that the carbon emissions are reduced on the developed site. As a condition of project approval, future construction permit applications will be required to demonstrate compliance with the decarbonization incentive requirements, and emissions reporting will be required as established in RZC 21.12.170.B.4.

G. Design Standards

RZC Article III establishes design standards for new development. While design review in the City of Redmond is now conducted administratively by review staff, the initial submittal of the consolidated Master Planned Development and Site Plan Entitlement was reviewed by the Redmond Design Review Board at their December 5, 2024, meeting.

Finding:

The proposal meets the design standards of RZC Article III as vested (see Attachment 7, Design Review Plans), except where flexibility is request as detailed in Section XI. The building and site design breaks up the visual appearance of large buildings by incorporating courtyards, landscaping, and recessed ground floor entrances, resulting in a site that is visually appealing from the street and is appropriately scaled to the pedestrian-oriented streetscape. The applicant incorporated feedback from the Design Review Board in subsequent plan

submittals, redesigning the street facing facades for greater visual appeal and to enhance the residential character of the building.

H. Transportation

RZC 21.12.510, RZC 21.17.010.F, RZC 21.52, RZC Appendix 2, RZC Appendix 7, and the City's Standard Specifications and Details require frontage and road infrastructure improvements.

Finding:

As conditioned, the proposed improvements will meet all requirements, per RZC 21.12.510, RZC 21.17.010.F, RZC 21.52, RZC Appendix 2, RZC Appendix 7, and the City's Standard Specifications and Details. The developer will construct frontage improvements along 152nd Ave NE, including a signalized intersection at Da Vinci Ave and 152nd Ave NE (if not already fully constructed by the adjacent Redmond Building 22 project). The right-of-way dedication along 152nd Ave E will also be provided to meet the City's street standards. All improvements and accesses will be designed and constructed per the City's street standards contained in the City's Standard Specifications and Details, RZC Appendix 2 and RZC Appendix 7. All sidewalks will be constructed to be compliant with the Americans with Disabilities Act (ADA). Streetlights will be designed and constructed per the City's Illumination Design Manual.

I. Stormwater

The Redmond Municipal Code (RMC 15.24) and the 2022 Stormwater Technical Notebook (STN) requires that projects meet the applicable minimum requirements based on threshold requirements. Redmond Zoning Code (RZC 21.17.010.E) and (RZC 21.74.020) requires that all projects and developments are required to be served by adequate surface water management system complying with the policies of the Comprehensive Plan and meeting the requirements of RMC Chapter 15.24, Clearing and Grading, and Storm Water Management, and the Storm water Technical Notebook and Construction Manuals.

Finding:

Stormwater runoff from the property currently connects into the existing main within 152nd Ave NE and flows to the Overlake South Regional Stormwater Facility. The proposed project shall replace all existing onsite private storm drainage infrastructure and route all proposed stormwater runoff to the north to connect to the Overlake Village Regional Stormwater Facility.

Stormwater runoff from the west and southeast areas of the project will connect to the Overlake Village Regional Stormwater Facility through the existing public 84-inch storm drain manhole structure located along the west side of 152nd Avenue NE. The project will (and as conditioned) coordinate with the neighboring

property development, Redmond Building 22, to provide a single shared stormwater connection across 152nd Ave NE at the west shared access driveway. Approximately 72 lineal feet of new 12-inch storm drain piping shall be installed by the project to make this connection. Storm drainage piping crossing 152nd Ave NE shall be installed to achieve a 90-degree crossing alignment with respect to the roadway.

Stormwater runoff from the northeast area of the project will connect to Redmond Building 22's existing offsite private stormwater conveyance piping which then connects into the City storm main within 152nd Avenue NE and flows to the Overlake Village Regional Stormwater Facility.

The project will coordinate (as conditioned) with the Redmond Building 22 development to provide a private stormwater drainage easement for any storm pipes crossing onto Redmond Building 22's property prior to CCR.

Stormwater quality and quantity control for the project will be provided by the Overlake Village Regional Stormwater Facility.

As conditioned, the proposal will meet all requirements per RMC 15.24.

J. Utilities

Per RZC 21.17.010.D, all developments shall be served by adequate public water and sanitary sewer systems approved by the City and meeting the design and construction requirements of the City's Technical Design and Construction Manuals.

Finding:

The project will include the installation of approximately one-thousand one-hundred and fourteen feet of new 12-inch water mains along future driveways, two four-inch water residential meters, two irrigation meters, five new fire hydrants, and other fire appurtenances. All water services will be connected to the water mains along future driveways.

The project will also include installation of approximately six hundred forty-one feet of new sewer mains along the future proposed driveway, eleven new manholes and two eight-inch side sewers to be connected to two of the new manholes on the sewer main along future proposed driveway.

As conditioned, the proposal will meet all requirements, per RZC 21.17.010.

VII. Criteria Applicable to all Land Use Permits:

Proposed land use actions within the City must comply with the criteria listed in RZC 21.76.070.B.3.a. These criteria are applicable to all land use permits to ensure overall consistency between proposed land use permits, applicable regulations, and the Comprehensive Plan. Staff's analysis of whether the proposal meets the decision criteria is below.

1. A proposed project's consistency with the City's development regulations shall be determined by consideration of:
 - A. The type of land use;
 - B. The level of development, such as units per acre or other measures of density;
 - C. Availability of infrastructure, including public facilities and services needed to serve the development; and
 - D. The character of the development, such as development standards.

Staff Response: As conditioned, the proposal satisfied the criteria. The subject application proposes a mid-rise multi-family residential development in the OV1 Zone. Multi-family residential development is a permitted use in the OV1 Zone, and providing additional housing opportunities near rapid transit is one of the stated intents of the OV Zones per RZC 21.12.010 as vested. The proposal complies with applicable density standards, development standards, and public facilities standards, as demonstrated in Section VI above.

2. Upon review of a land use permit and accompanying site plan, the decision maker shall determine whether building design and/or site design complies with the following provisions:
 - A. The Comprehensive Plan, RZC 21.02, *Preface*, RZC Article I, *Zone-Based Regulations*, RZC Article II, *Citywide Regulations*, and the Appendices that carry out these titles;
 - B. The provisions of RMC Title 15, *Buildings and Construction*, that affect building location and general site design;
 - C. The Washington State Environmental Policy Act (SEPA) if not otherwise satisfied;
 - D. RZC Article VI, *Review Procedures*, to the extent it provides the procedures to ensure compliance with the requirements in subsections B.3.a. ii. B and B.3.a.ii.C of this section;
 - E. Both within and outside the Transition Overlays, decision makers authorized by the RZC to decide upon discretionary approvals may condition such approvals and development permits, including but not limited to site plan approvals, to minimize adverse impacts on other properties and uses, and to carry out the policies of the Comprehensive Plan.

Staff Response: Technical review staff have reviewed the proposal and have determined that it complies with the Comprehensive Plan, RZC, and RMC. The review of the applications has been consistent with RZC Article VI, Review Procedures, for a consolidated Type V Master Plan, Development Agreement, and Site Plan Entitlement. All future construction permits will be reviewed for compliance with applicable development regulations. The proposal complies with SEPA requirements as described in Section V.

The proposed development specifically addresses the following Comprehensive Plan goals and policies:

Comprehensive Plan Policy	Compliance Analysis
OV-42: Encourage redevelopment of Overlake Village in order to enhance the attractiveness and functionality of this area as a place to live, work, shop and recreate. Implement requirements for new developments to incorporate housing to support land use, environmental and transportation goals for Overlake.	The proposal adds a significant number of new residences adjacent to the Overlake Village light rail station, thereby supporting the policy goal of enhancing the attractiveness and functionality of the area as a place to live.
UC-20: Size and design plazas and open spaces to meet the needs of those who live, work, and shop in the area. Include among the facilities a place to gather, rest, eat, and engage in active recreational activities that do not require large amounts of space. Provide trees and places for shade and relief.	The proposed development incorporates open space throughout the site in the form of plazas and courtyards. The open spaces are appropriately landscaped and designed to meet the open space needs of residents and visitors to the site.
UC-18: Develop and maintain a variety of linkages, such as paths and wayfinding elements, among parks, plazas, and open spaces to create an interconnected system of public spaces that are within walking distance of each other.	The proposal includes a direct pedestrian connection between the on-site open space amenity and nearby Esterra Park, contributing to an interconnected system of public spaces.
LU-8: Design developments to encourage access by modes of travel other than driving alone, such as walking, bicycling and transit, and to provide connections to the non-motorized system.	By developing hundreds of new dwelling units within close walking distance of high capacity transit, the development encourages residents to make use of transit as a primary mode of travel.

VIII. Master Planned Development Decision Criteria:

Per RZC 21.76.070.P.5, the MPD shall meet the following criteria:

1. All elements of the MPD shall support and be consistent with the RZC and all applicable Comprehensive Plan policies.

Staff Response: Staff has reviewed the proposal for compliance with the RZC and Comprehensive Plan as discussed in Section VI and Section VII above.

2. MPDs proposed in the Overlake Metro Center shall be consistent with the Overlake policies in the Redmond Comprehensive Plan and shall include the items listed in RZC 21.76.070.P.5.d in addition to the following:
 - i. A height and bulk study that demonstrates how building mass, height, and scale relate to open spaces, pedestrian pathways, streets, and other buildings;
 - ii. An analysis of shading effects of taller buildings (for sites smaller than three acres, only required if the Technical Committee or Design Review Board determine based upon the height and bulk study that analysis of shading effects is needed); and
 - iii. Phasing plan for bonus features and affordable housing component showing that the completion of improvements of bonus features and affordable housing shall be commensurate with the progress on the construction of the development (for sites smaller than three acres, only required if the Technical Committee determines necessary).

Staff Response: The MPD is consistent with the Overlake policies set forth in the Comprehensive Plan as demonstrated in Section VII above and Attachment 6, Master Plan, Sheets 15-16. The Master Plan includes height, bulk, and shading studies, and the full master plan is proposed to be constructed in one phase. However, the above criteria are met for each individual building as well if the applicant chooses to phase the construction of both buildings. Therefore, these criteria are satisfied.

3. MPDs proposed in the Marymoor Village Center shall include a phasing plan for bonus features and affordable housing as described in RZC 21.76.070.P.5.b.iii in addition to the items listed in RZC 21.76.070.P.5.d.

Staff Response: Not applicable. The project is not located within the Marymoor Village Center.

4. All MPDs shall include the items listed below:
 - i. A design concept that is in conformance with all applicable Comprehensive Plan policies and development regulations;

- ii. Conceptual site plan indicating all proposed land uses (architectural design, exact building shapes, locations, and other detailed information required in a site plan shall not be required);
- iii. Transportation and circulation plan indicating the layout and conceptual design of all streets, pedestrian pathways, parking, and location of transit facilities (as available), in plan view and cross section for streets (cross sections only required for projects in the Downtown);
- iv. Location of proposed space for parks, open space, and any cultural facilities;
- v. Phasing plan describing anticipated time frames for development and showing that completion of affordable housing shall be commensurate with the progress on the construction of the development;
- vi. Location of any environmentally critical areas;
- vii. Landscape and tree retention concepts, including consideration of the health and structural stability of retained trees, as determined by an arborist report;
- viii. Preliminary plan indicating required connections to adjacent properties for transportation and open space systems;
- ix. Overall approach to sustainable design, including consideration of the use of environmentally sustainable materials such as permeable pavement, where possible; and
- x. Preliminary plan for other major infrastructure improvements (may be waived by the Technical Committee for sites in Overlake smaller than three acres).

Staff Response: The MPD application materials included the above listed items and was deemed a complete application on October 24, 2024.

- 5. The master plan must comply with all site requirements or design guidelines that would ordinarily apply to projects developed in the underlying zone.

Staff Response: The proposal complies with all standards of the underlying zone. Compliance with applicable development regulations is demonstrated in Section VI above.

6. Site requirements and other development standards and regulations shall be administered on the basis of the area controlled by the approved master plan (“plan area”), rather than on a site-by-site basis, provided the approved master plan demonstrates the ability to comply with the requirement in question.

Staff Response: In its buildout condition, the Master Plan area demonstrates the ability to comply with all applicable development standards and regulations. The MPD was reviewed with respect to the entire development.

7. Property included in an MPD must be under the same ownership, or there must be a signed agreement establishing control over multiple ownerships.

Staff Response: The MPD area is currently under single ownership. If this is adjusted at a later date, a signed agreement would be required.

IX. Development Agreement Decision Criteria:

Per RZC 21.76.070.L.3, the Development Agreement shall meet the following criteria:

1. The agreement must be consistent with the applicable development regulations for the property.

Staff Response: The Development Agreement establishes an agreement between the City and the applicant to provide for coordinated development of the project site. All provisions of the agreement pertaining to development regulations comply with applicable RZC and RMC standards.

2. All impacts of the development must be mitigated by the measures set forth in the agreement or the agreement must provide a mechanism for analyzing and mitigating such impacts as they occur.

Staff Response: The agreement provides for mitigation of development impacts to infrastructure, including street and right-of-way (ROW) improvements and ROW dedication. The agreement provides for development to mitigate development impacts through the payment of impact fees or through the use of transportation impact fee credits as applicable.

3. The agreement must reserve the City’s authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Staff Response: Section 4.4 of the agreement details the City’s reserved right to impose new or different officially adopted regulations to the extent required by a serious threat to public health and safety.

4. The duration of the agreement must be reasonable in light of the anticipated build-out period for the proposed development and the needs of the City.

Staff Response: Section 5 of the Development Agreement establishes the duration of the agreement, which is ten (10) years with an option to extend for an additional five (5) years. The duration is reasonable for the anticipated build-out period and is consistent with the expiration terms for Master Planned Developments established in RZC 21.76.070.P.

5. The agreement must be in the public interest and provide a public benefit.

Staff Response: The agreement provides for a suite of public benefits including public art, a publicly accessible nature amenity open space, and enhanced bicycle and pedestrian safety design along 152nd Ave NE. The agreement provides additional housing opportunities consistent with the land use vision for the Overlake Village zones and is in the public interest.

X. Site Plan Entitlement Decision Criteria

1. The Technical Committee, composed of the Departments of Planning and Public Works, shall review all Development Review permits with the State Environmental Policy Act and the RZC.

Staff Response: Staff has reviewed the Site Plan Entitlement for compliance with the RZC and SEPA and has found the proposal to meet applicable development regulations as discussed in Section VI. Staff has followed applicable SEPA procedure and is recommending issuance of a Determination of Non-Significance in conjunction with the decision on the Site Plan Entitlement.

2. The Landmarks and Heritage Commission will review all Certificates of Appropriateness for compliance with the RZC.

Staff Response: No Certificate of Appropriateness is required for this application, and this criterion does not apply.

XI. Code Deviations Granted

The Technical Committee has granted the following deviations to the development standards through the authority referenced.

Administrative Design Flexibility-Ground Level Uses: RZC 21.12.150 requires pedestrian-oriented commercial uses on the ground floor along the Retail Street designation (152nd Ave NE). The applicant is requesting Administrative Design Flexibility (ADF) from the requirement that ground floor commercial uses be sited on the ground floor at this site. The project site is irregularly shaped and contains only 80 feet of street frontage, most of which must be used for site access and sight distance requirements. Because development is constrained to be located further away from the street than envisioned by Overlake Village typical street cross sections, the site is not suitable for ground level commercial uses. The proposed ADF request meets the approval criteria of RZC 21.76.070.C.8 and contributes to more appropriate use of the site given the irregular shape of the parcel while also allowing for retention of an existing stand of trees near the street-facing edge of the site.

Code Authority: RZC 21.76.070.C

Administrative Design Flexibility-Façade Modulation: RZC 21.60.040.B.2.b.iii. requires that building facades visible from public streets shall be stepped back or projected forward to provide a minimum of 40% façade modulation. The applicant is requesting ADF to provide approximately 20% façade modulation. Modulation is proposed for portions of the building that have higher visibility from the public street. Because of the irregular site and building shape, much of the building façade will be invisible or obscured when viewed from the street. The ADF request meets the intent of the design standards and meets the criteria of RZC 21.76.070.C.8 by provide modulation and architectural interest in those areas that are most highly visible to the public.

Code Authority: RZC 21.76.070.C

Administrative Design Flexibility-Parking Design: The applicant is requesting ADF from the parking area dimensional standards of RZC 21.40. The majority of the proposed structured parking complies with the dimensional standards for parking stalls and drive aisles, however, in certain locations, structural columns create pinch points where the drive aisle width is reduced to a minimum of 22 feet (the same width dimension as two-way access drive aisles outside the parking structure). The proposed parking design meets the criteria of RZC 21.76.070.C.8 and provides a safely accessible parking structure.

Code Authority: RZC 21.76.070.C

Minimum Parking Supply Deviation: RZC 21.12.040 establishes a minimum parking ratio of 1.25 parking spaces per residential dwelling unit, whereas the project

proposes a minimum parking ratio of 0.62 parking spaces per residential unit. RZC 21.40.010.D.2 allows for alternative minimum parking requirements when the applicant demonstrates through a parking study that the alternative requirement will provide sufficient parking to serve the use without impacting other uses and streets in the vicinity. The provided Parking Study (Attachment 16) demonstrates that the alternative parking proposal will meet the criteria for approval.

Code Authority: RZC 21.40.010.D.2

Tree Exception: The applicant is requesting an exception from the tree protection standards of RZC 21.72 to allow for tree removal exceeding the 35% minimum retention requirements and removal of landmark trees (see Attachment 17, Tree Exception Request). Strict compliance with the provisions of RZC 21.72 would be in conflict with the increased density of the urban centers and would result in development that would be inconsistent with the adopted vision for the neighborhood. In order to construct a proposed multi-family residential development at densities envisioned by the Comprehensive Plan and RZC, retention below the standard 35% is necessary to accommodate site structures and supporting circulation and new utility hookups.

Code Authority: RZC 21.72.090

Administrative Design Flexibility-Open Space Dimensions: The applicant is requesting ADF for open spaces that are below the 12-foot minimum dimension required by RZC 21.12.120 for a proposed minimum width dimension of approximately 9 feet. Those open space areas falling below the 12-foot width dimensions provide connections between open spaces and are part of the larger open space network that provides larger spaces to meet the recreation and open space needs of residents (See Attachment 9, Sheet G.8). The proposal meets the ADF approval criteria by providing an interconnected site-wide open space network that meets the intent of the open space standards.

Code Authority: RZC 21.76.070.C

Administrative Design Flexibility-Bicycle Parking: The applicant is requesting ADF for reduced long-term bicycle storage on-site. RZC 21.40.020 requires that one long-term bicycle parking space per unit be provided for multi-family residential development, whereas the applicant proposes that bicycle parking be provided for a minimum of 60% of residential units. Bicycle parking would be provided via a combination of common storage areas within the building and residential units providing space within the unit for bicycle storage. The ADF request allows for more efficient use of space within the building and therefore contributes to superior site design. Per Attachment 9, Sheet G.2, the applicant requests that the minimum 797

long term bike storage spaces be reduced to 478, including up to 239 long term bike stalls provided within residential units. The ADF request meets the criteria of RZC 21.76.070.C.8.

Code Authority: RZC 21.76.070.C

Administrative Design Flexibility-Solid Waste Collection: The applicant requests ADF from the requirement that no residential unit be located greater than 200 feet from a solid waste collection point. As proposed, no unit will be located greater than 250 feet from a solid waste collection point. The ADF request allows for a superior floor plan layout and more efficient use of trash collection areas. The ADF request meets the approval criteria of RZC 21.76.070.C.8.

Code Authority: RZC 21.76.070.C

XII. Vesting/Approval Expiration

This decision is vested to the development regulations in effect on December 31, 2024, pursuant to the provisions of RZC 21.12.505, which allows for projects under review in 2024 to continue being reviewed under 2024 land use standards. The application has complied with all requirements of RZC 21.12.505 to be considered for review under December 31, 2024, land use standards. The MPD approval of this project and Development Agreement shall expire ten years from the date of this decision, unless an approval extension is granted for an additional 5 years pursuant to Section 5 of the Development Agreement and RZC 21.76.070.P.3.

XIII. Conditions of Approval

A. Site Specific Conditions of Approval

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

1. Development Engineering - Transportation and Engineering

Reviewer: Min Luo, Senior Engineer

Phone: 425-556-2881

Email: mluo@redmond.gov

I. Overlake Commons Master Plan Development (LAND-2024-00221):

The Overlake Commons Master Plan provided by Coughlin Porter Lundeen on October 15, 2025, clearly outlines easements, right-of-way dedications, access points, and frontage improvements including construction of a new signalized

intersection at Da Vinci and 152nd Ave NE. Details can be found on Pages 22 and 23 of the Overlake Commons *MPD Plan Package - Response 4 - Overlake Commons 2025.10.15*.

II. Overlake Commons Site Plan Entitlement (LAND-2024-00223):

- a. Easements and Dedications.** Easements and dedications shall be provided for City of Redmond review at the time of civil construction drawing application and finalized for recording prior to civil construction drawing approval. The existing and proposed easements and right-of-way shall be shown on the civil plans. Prior to acceptance of the right(s) of way and/or easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, except as provided in Subsection 1 of RZC 21.52.030.G.
- i. Easements are required as follows:
- (a) A shared private access easement at the driveway entrance off 152nd Ave NE must be obtained from the Parcel ID 0673100010 to the north prior to civil construction drawing approval.
 - (b) Any construction easements from the adjacent properties must be secured prior to civil construction drawing approval.
 - (c) At the time of construction, additional easements may be required to accommodate the improvements as constructed.
- ii. Dedications for right-of-way are required as follows:
- (a) A strip of land 20 feet wide abutting the existing right-of-way on the east side of 152nd Ave NE shall be granted as new right-of-way. The private easements recording numbers 8202010477, 9212170341, 9212170342 and their associated facilities within the proposed 20 feet wide right-of-way dedication along 152nd Avenue NE must be eliminated or relocated before the City's acceptance of the right-of- way along 152nd Avenue NE. The developer must collaborate with easement stakeholders to fulfill the relinquishment of these private easements, and the removal or relocation of the associated facilities.

Code Authority: RZC 21.52.030.G; RMC 12.12

- b. Construction Restoration and Street Overlay.** If the existing pavement is damaged by trenching or other work on 152nd Ave NE, the pavement shall be planed, overlaid, and/or patched, per the City of Redmond (COR) Standard Specifications and Details (STD) 201, 202 and 203, or as determined by the Traffic Operations and Safety Engineering Division in Public Works. Contact

Adnan Shabir at 425-556-2776 if there are additional questions. If the existing pavement materials and thickness on 152nd Ave NE do not meet the requirements per COR STD 301, the pavement shall be reconstructed to meet the street standards.

Code Authority: RMC 12.08; Redmond Standard Specifications & Details

c. Street Frontage Improvements

- i. The frontage along 152nd Ave NE must meet current City Standards which include asphalt paving 17 feet from centerline to face of curb with appropriate tapers, 1-foot concrete curb and gutter, 12 feet wide landscaping zone, 7 feet wide cycle track, 4 feet wide amenity zone and 10 feet wide concrete sidewalk, storm drainage, street lights, street trees, street signs and underground utilities including power and telecommunications. If the existing pavement materials and depth do not meet the requirement of the City's Standard Specifications and Details 301, the minimum pavement section is recommended as follows:

- 4-inches HMA Class ½" PG 58H-22
- 5-inches HMA Class 1" PG 58H-22
- 4-inches of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Street crown 2% sloped to drain system

The frontage improvements along 152nd Ave NE must seamlessly connect to the frontage improvements constructed by Redmond Building 22 (Parcel ID 0673100010) to the north. In addition, the improvements must extend south to provide a smooth and continuous transition of the landscaping zone, cycle track, amenity zone, and sidewalk, including any necessary modifications to the driveway access on the adjacent property to the south (Parcel ID 0673100020). All required construction easements for these improvements shall be obtained prior to civil construction drawing approval.

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; RZC Appendix 7; Redmond Standard Specifications & Details

- ii. A traffic signal system shall be installed at the intersection of 152nd Ave NE and Da Vinci Ave in accordance with City of Redmond standards, if it has not been partially or fully constructed by Redmond Building 22 (Parcel ID 0673100010) to the north. This development shall coordinate closely with

Redmond Building 22 to establish and document roles and responsibilities in a recorded agreement for the full construction of the traffic signal prior to civil construction drawing approval. Signal plans are required for all traffic signals being constructed. The plans shall be prepared in accordance with Section 8-20 and 9-29 of the WSDOT Standard Specifications as supplemented and modified by the City of Redmond. Potholing and utilities locate are required prior to signal design. The project engineer shall arrange for potholing and utility locates, and then contact Paul Cho, Transportation Operations, at (425) 556-2751 at least 48 hours in advance of installation to verify the layout.

Code Authority: RZC 21.52.030.F

iii. ADA ramp requirements:

Curb ramps for persons with disabilities are required to all new curb construction at the intersection of 152nd Ave NE and Da Vinci and to all replacement curbs constructed in combination with sidewalks, paths, or other pedestrian access ways.

Code Authority: RCW 35.68.075; RZC 21.A.21.a

iv. A 20-scale Channelization Plan is required and should be separate or incorporated into the Transportation Plan, provided the details are clearly visible, for any public street being modified or constructed. The plan shall include the existing and proposed signs, striping and street lighting and signal equipment for all streets adjacent to the site and within at least 150 feet of the site property line (both sides of the street). The plan shall conform to the requirements in the City of Redmond Standard Specifications and Details Manual.

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

v. Sidewalks constructed to City standards are required at the following locations:

- A 10 feet wide concrete sidewalk along the east side of 152nd Ave NE

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

vi. All retaining walls and rockeries must be located entirely outside of existing and proposed public right of way and public easements. Placement within these areas is not permitted under any circumstances.

Code Authority: RZC Appendix 2.A.15.a

d. Access Improvements

- i. The type and location of the proposed site accesses are approved as shown on the Overlake Commons General Site Plan prepared by COUGHLIN PORTER LUNDEEN on October 15, 2025.

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

- ii. The following driveways are required to be improved as specified below:
 - The existing driveway on 152nd Ave NE shall be closed and replaced with standard frontage improvements.

Code Authority: RZC Appendix 2.D

- e. **Underground Utilities.** All existing aerial utilities (if any) along the street frontage on 152nd Ave NE and within the development site shall be placed underground. All new utilities serving the development shall be placed underground.

Code Authority: RZC 21.17.020; RZC Appendix 2.A.3 and 11

- f. **Street Lighting.** Illumination of the street(s) along the property frontage must be analyzed to determine if it conforms to current City standards. Streetlights may be required to illuminate the property frontage. Luminaire spacing should be designed to meet the specified criteria for the applicable lamp size, luminaire height and roadway width. Contact Isabel Diaz, Transportation Operations at (425) 556-2733 with questions. The street lighting shall be designed using the criteria found in the City's Illumination Design Manual which can be accessed at:

<http://www.redmond.gov/development/CodesAndRules/StandardizedDetails>

With Site Plan Entitlement approval, the applicant shall contact Puget Sound Energy (Street Lighting division) for coordination and development of a Work Sketch plan to include any proposed work on PSE-owned lights and or poles. The final PSE Street Lighting plan is required to be included in the final plan set prior to final approval of the Coordinated Civil Review.

To begin the PSE Lighting coordination process, fill out the Street Lighting information request form here: <https://www.pse.com/en/construction-services/pole-services>

Code Authority: RZC 21.52.030.F, RZC Appendix 2.A.11

- g. Temporary Pedestrian Access Plan.** The applicant is required to provide a temporary pedestrian access plan for approval by the City prior to any construction on the project site. This plan needs to show how pedestrian traffic passing by the proposed development will be accommodated during the entire length of the construction phase.

A pedestrian access plan should provide pedestrian protection with barriers or covered walkways that parallel existing facilities along the street frontage on the same side of the street on which the development is occurring. These routes must be accessible for persons with disabilities per the current ADA regulations and standards, including the provision of ramps, minimum widths, a detectable edge, and smooth surfaces for wheelchair access. If, under extenuating circumstances, a parallel accessible route cannot be provided along the street frontage adjacent to the development, pedestrians must be detoured with advance signing in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). This route must be accessible for people with low or no vision. The developer may be required to install temporary crosswalks and street lighting as part of this detour.

In order to keep existing routes open during the construction of new structures adjacent to existing sidewalks, pedestrian protection must be in place and inspected prior to construction adjacent to and at the same grade or above, as detailed in IBC 3306.1 (see table below) to protect pedestrians from falling debris. Pedestrian protection should be designed to provide sturdiness, adequate light for nighttime use and safety, and proper sight distance at intersections and crosswalks. Plans and details for the construction of these covered walkways shall be included as part of the civil construction plan set.

IBC Table 3306.1. PROTECTION OF PEDESTRIANS

HEIGHT OF CONSTRUCTION	DISTANCE FROM CONSTRUCTION TO SIDEWALK, WALKWAY, OR LOT LINE	TYPE OF PROTECTION REQUIRED
8 feet or less	Less than 5 feet	Construction railings
	5 feet or more	None
More than 8 feet	Less than 5 feet	Barrier and covered walkway
	5 feet or more, but not more than one-fourth the height of construction	Barrier and covered walkway

	5 feet or more, but between one-fourth and one-half the height of construction	Barrier
	5 feet or more, but exceeding one-half the height of construction	None

Code Authority: MUTCD 2023 (or latest revision) sections 6D.01, 6D.02, & 6D.05, IBC 3306.1

Condition Applies: Civil Construction

2. Development Engineering – Water and Sewer

Reviewer: Heba Awad, Senior Utility Engineer

Phone: 425-556-2861

Email: hawad@redmond.gov

- a. **Water Service.** Water service will require a developer extension of the City of Redmond water system as follows:

The developer will install approximately one thousand one hundred and fourteen feet of new water mains along future driveways, two four-inch water residential meters, two irrigation meters, five new fire hydrants, and other fire appurtenances. All water services will be connected to the water mains along the future driveways.

A development (Redmond Building 22) is currently under Site Planning Entitlement Review permit in the neighboring parcel to the north number 0673100010 with address 3050 152ND AVE NE 98052. The City of Redmond needs to make sure an agreement is in place between this development and the development to the north to address the water main design along 152nd Ave NE and shared driveways, construction sequencing and maintaining water services during construction.

Fire coverage of surrounding parcels shall be maintained during the construction of the water mains. Fire coverage shall be addressed in the agreements between the developer and surrounding parcels. The water main replacement sequencing during construction shall be based on the fire coverage of the parcel to the east.

Code Authority: RZC 21.17.010.D

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

The Developer will install approximately six hundred forty-one feet of new sewer mains along future proposed driveway, eleven new manholes, two eight-inch side sewers to be connected to two of the new manholes on the sewer main along future proposed driveway.

The Geotechnical report in the first submittal of Coordinated Civil Review shall include the design of the sheet piles and the length extended beyond the footing of the proposed column to the south of the driveway in the vicinity of existing City sewer main.

Code Authority: RZC 21.17.010.D

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

If any offsite easements are needed for the project, they shall be provided for the City of Redmond review at the time of construction drawing review and be recorded prior to construction drawing approval.

Code Authority: RZC 21.74.020.C, RZC Appendix 3.VII

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

Code Authority: RZC Appendix 3. III, RMC 13.12

- e. **Permit Applications.** Water meter and side sewer applications shall be submitted for approval to the Development Engineering Division. Permits and meters will not be issued until all improvements are constructed and administrative requirements are approved. In certain limited circumstances, at the sole determination of the City of Redmond, water meter and/or side sewer permits may be issued prior to completion

of improvements and/or administrative requirements. In such cases, various additional guarantees or requirements may be imposed as determined by the Development Engineering Division. All reimbursement fees shall be paid prior to issuance of water and side sewer permits if applicable.

Code Authority: RMC 13.08.010; RMC 13.12.120

3. Development Engineering – Stormwater/Clearing and Grading

Reviewer: Rick Goode, Senior Engineer

Phone: 425-556-2496

Email: rgoode@redmond.gov

a. Water Quantity Control:

- i. Project lies within the Overlake Regional Stormwater Facility Basin. Stormwater quantity control will be provided by the City of Redmond upon payment of the Overlake Capital Facility Charge.
- ii. Provide for overflow routes through the site for the 100-year storm.

Code Authority: RMC 15.24.080.I

b. Water Quality Control

- i. Project lies within the Overlake Regional Stormwater Facility Basin. Stormwater quality control will be provided by the City of Redmond upon payment of the Overlake Capital Facility Charge.

Code Authority: RMC 15.24.080.H

- c. Public Stormwater Easements.** Public easements will be required for any public stormwater conveyance systems on private property. Easements shall be provided for City of Redmond review at the time of construction drawing approval. The existing and proposed easements shall be shown on the civil plans. Prior to acceptance of the easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights to encumber the property to be dedicated. Prior to construction drawing approval, fully executed and recorded offsite easements shall be provided to the Development Engineering Division.

Code Authority: Stormwater Technical Notebook, Section 5.7.1

- d. Private Stormwater Easements.** Private stormwater easements will be required where drainage systems are located across adjacent properties and will remain under private ownership. Maintenance of private drainage systems will be the

responsibility of the property owners benefiting from the easement. This requirement must be noted on the face of the civil construction drawings and record (as-built) drawings. Prior to construction drawing approval, fully executed and recorded easements shall be provided to the Development Engineering Division.

Code Authority: Stormwater Technical Notebook, Section 5.7.2

e. Temporary Erosion and Sediment Control (TESC).

- i. Rainy season work permitted October 1st through April 30th with a Wet Weather Plan (WWP) incorporated into the CCR plan set. The WWP will be used to apply for a separate WWP permit (as needed) after the Civil SITE Construction permit issuance, and additional WWP permit fees may apply based on the fee schedule at that time.

Code Authority: RMC 15.24.080

- f. Department of Ecology Notice of Intent Construction Stormwater General Permit.** Notice of Intent (NOI) must be submitted to the Department of Ecology (DOE) at least 60 days prior to construction on a site that disturbs an area of one acre or larger. Additional information is available at: <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>

Code Authority: Department of Ecology Rule

- g. Department of Ecology Notice of Intent (NOI) Industrial Stormwater General Permit (ISGP).** Certain industrial sites or activities require coverage under the ISGP. New permittees must submit a complete and accurate application at least 60 days before discharging stormwater from the facility. Additional information, including a list of applicable industrial activities, can be found at: <https://ecology.wa.gov/regulations-permits/permits-certifications/stormwater-general-permits/industrial-stormwater-permit#Apply>

Code Authority: Department of Ecology Rule

- h. Regional Capital Facilities Charge:** A Regional Capital Facilities Charge applies to this project, located in the Overlake Sub-basin. Please see the Development Engineering Fee Schedule for current fee information. This fee will be assessed at the end of the CCR process and payment is required prior to approval and issuance of the CCR Civil Site Permit.

Code Authority: RMC 13.20.047 (Overlake), RMC 13.20.040 (Citywide)

4. Fire Department

Reviewer: Jon McKinnon, Deputy Fire Marshal

Phone: 425-556-2223

Email: jmckinnon@redmond.gov

The current submittal is generally adequate for LAND-2024-00221, LAND-2024-00222, LAND-2024-00223, and SEPA-2024-00224 Approval but does not fully represent compliance with all requirements. The following conditions are integral to the approval and shall be complied with in Civil Drawings, Building Permit Submittals, Fire Code Permit submittal, and/or other applicable processes:

a. Site Plan Conditions

1. Required fire access shall meet all requirements of Redmond Fire Department Standard (RFDS) 2.0: Access and Addressing.
2. Addresses for all structures and suites within will be assigned during the civil review process and shall conform to Redmond Fire Department Addressing Standards.
3. Firefighter pedestrian access is required for this project and requires a recorded easement. The path is located as indicated on the SPE plans. Future proposed structures that may impede firefighter pedestrian access shall be approved by the Fire Code Official.
4. Emergency Medical Services (EMS) access per RMC 15.06 is to be provided as indicated on the Fire Protection Page of the Site Plan Entitlement (SPE) plans. The required striping and signage for this location shall be determined in the civil review process.
5. Fire service access and appurtenances shall be accessible at all times and not be obstructed with deliveries, trash, storage, gates, or other building functions.
6. Required fire access roadways not in the public way are required to be recorded in an Emergency Vehicle Access Easement (EVAE).
7. Required fire access roadways shall be able to support the weight of fire department vehicles: 77,000 pounds and a point load of 45,000 pounds over a 24"x24" pad, or as determined by the City of Redmond Engineer. The access roadways shall be in place when the building exceeds one story above grade.
8. Striping and signage are required for all fire access roadways and will be determined in the civil review process.
9. As required by RFDS 2.0 and the Redmond Zoning Code, a minimum of two access points to the street system shall be provided for general circulation, alternate emergency vehicle access routes, through access, and general

area transportation designs. This project proposes a main access point to the public way on the west side of the project on 152nd Ave NE and two additional access points through adjacent parcels to the north and the south. The two required access points from this project to the public way shall meet all the requirements of a fire access roadway and shall not be obstructed by gates.

10. All fire access roadways including private off-site required roadways (see Item #9 above) shall be recorded as an Emergency Vehicle Access Easement for the benefit of this project.
11. Where pedestrian travel is expected as part of a building's egress to the public way, such egress shall be separate from the fire access roadway width.

b. Fire Protection Plan

1. The building shall be fully sprinklered as per the IFC, NFPA 13 and RFDS 5.0.
2. All areas shall have compliant Class I standpipe coverage, as per IFC, NFPA 14 and RFDS 4.0. Temporary standpipe coverage is required per IFC and RFDS 4.0.
3. All areas shall have an IFC, NFPA 72, and RFDS 9.0 compliant fire detection and alarm system.
4. Fire hydrants shall be located approximately as shown on the SPE plans to meet required commercial hydrant spacing and to meet fire flow requirements in the International Fire Code and RMC 15.06. Exact locations will be determined in the civil review process.
5. Hydrants must be in place and serviceable prior to the delivery, use, or storage of combustible building materials on-site or when Type 1A construction is complete.
6. Primary and secondary fire department connections (FDCs) are required and shall meet the requirements of RFDS 5.0. All FDCs shall be accessible by emergency vehicles via the public way or required fire access roadways. Such roadways shall be constructed either fully open or accessed through automatic opening gates.
7. During construction, fire mitigation for adjacent buildings may be required per the International Building Code (IBC) and the International Fire Code (IFC) as amended by RMC 15.06.013 A. (59). Proposed plans for fire mitigation shall be submitted with the building permit submittal documents.
8. The water supply capacity shall be capable of providing 3,500 gallons per minute (gpm) to the site and meet all requirements of the City of Redmond Engineer.
9. Per Appendix B (Fire Flow) of the IFC as amended by RMC 15.06, a building separation may be required to limit the fire flow of any one portion of the building to 3,500 gpm. Initial fire flow calculations based on the proposed building square footage and building construction type have been calculated in the SPE process and shall be updated in the civil review and building permit review.

10. Buildings that meet the International Building Code (IBC) definition of a high-rise shall conform to all the requirements for high-rises in the Redmond Fire Code including references to the IBC, IFC and RMC. For each building, the elevation of the Lowest Level of Fire Department Access (LLFDA) shall be indicated on the building plan elevations and shall be approved by the Fire Code Official.
11. High-rise buildings shall meet the IFC and IBC requirements for stored water. These requirements may not be met by separate connections to the public water system.
12. See the Fire Code Permit section for other Fire Protection requirements.

c. Change or Modification

1. Determination of adequate fire flow as per RFDS 3.0: Fire Flow has been approximated in the SPE. Any changes in the size and building type of the structure at the time of building permit submittal could result in building changes including the addition of fire walls.
2. If an underground tank is discovered on site, a separate fire permit for removal is required.
3. Required fire access roadways, or "Fire Lanes", may be established at the time of plan review, pre-construction site inspection, and/or post construction site inspection. Additional fire lanes, marking, or re-marking may be required anytime during the life of the development upon evaluation by and direction of the Fire Marshal.

d. Fire Code Permits

As part of the fire protection plan for this building, all IFC construction permits as described in the IFC Chapter 105.7 as amended by RMC 15.06.013 A. (17) are required. This may include but is not limited to the following permits:

1. Fire Alarm and detection systems and related equipment for an NFPA 72 compliant fire alarm.
2. Fire Sprinkler systems and related equipment for an NFPA 13 compliant fire sprinkler system(s).
3. Standpipe systems for an NFPA 14 compliant standpipe system(s).
4. Fire Pumps and related equipment
5. Emergency Responder Radio
6. Flammable Combustible Liquids
7. Gates and Barricades across fire apparatus access roads
8. Places of Assembly
9. Fixed Fire Suppression systems
10. Solar Photovoltaic systems
11. Smoke Control or exhaust systems

- 12. Smoke control shall be installed as specified in the IBC and IFC. Depending on the smoke control requirements and design, outside technical review and inspections may be required at the applicant's expense.
- 12. Demolition of existing structures shall require a permit.
- 13. Removal of existing underground storage tanks requires a permit.

Code Authority: RMC 15.06; RZC Appendix 2, Redmond Fire Department Standards and Redmond Standard Specifications and Details

5. **Planning Department**

Reviewer: Alex Hunt, Senior Planner

Phone: 425-556-2475

Email: ahunt@redmond.gov

- a. **Development Agreement.** Development shall be subject to the terms of the executed Development Agreement (LAND-2024-00222). Amendments to the proposed development shall be processed as established in Section 4.5 of the Development Agreement.

Code Authority: RZC 21.32.090 & Standard Detail 907

- b. **Public Art.** The applicant shall obtain a recommendation from the Redmond Arts and Culture Commission prior to approval of the coordinated civil review (CCR).

Code Authority: RMC 4.15

- c. **Affordable Housing Agreement.** Prior to building permit issuance, an affordable housing agreement in a form approved by the City shall be recorded with the King County Department of Records and Elections, pursuant to the requirements of RZC 21.12.080.

Code Authority: RZC 21.12.080

- d. **Decarbonization Incentive.** Prior to building permit issuance, the applicant shall demonstrate compliance with the decarbonization incentive established in RZC 21.12.170, as vested. The decarbonization incentive includes all of the following requirements to achieve the incentive:
 - i. Provide only high efficiency heat pump for space heating;
 - ii. Provide only hot water heat pumps;

- iii. Avoid natural gas for cooking. Deviations may be proposed that provide electrical outlets, supporting future conversion to electrical appliances;
- iv. Install utilities for EV and solar readiness;
- v. Confirm three-to-five-year green power purchase contract from PSE to offset all operational energy use based on energy modeling; and
- vi. Install a building automation system (BAS) for increased occupant control and for automatic switch-off when systems are not in use.
- vii. A confirmation shall be provided to the City every five years by the property owner, confirming that the carbon emissions of the site remain the same or have reduced. A binding agreement will be used to provide such confirmation. This agreement must run with the building and stay in place in perpetuity.

Code Authority: RZC 21.12.170

Condition Applies: Building Permit

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

Code Authority: RZC 21.72.060.D

- f. **Planting Standards.** Landscaping shall be coordinated with water/sewer lines and fire hydrants/connections. Trees shall be planted a minimum of 8 feet from the centerline of any water/sewer lines, unless otherwise approved and provisions provided. Shrubs shall be planted to maintain at least 4 feet of clearance from the center of all fire hydrants/connections.

Code Authority: RZC 21.32.080

- g. **Impact Fees.** Impact Fees will be required prior to the issuance of building permits pursuant to the requirements of RMC 3.10 and the final Development Agreement for Overlake Commons. The applicant shall receive impact fee credit for the existing 150-bed assisted living facility. If the proposed development is eligible for any additional credits including right-of-way dedication and system improvements, these additional credits will be assessed and provided after construction, dedication or implementation is completed and accepted by the City.

Code Authority: RMC 3.10

Condition Applies: Building Permit

- h. **Bonds.** Bonds for Landscaping, Tree Preservation, Tree Replacement and Mitigation shall be provided and executed prior to approval of civil permits.

Code Authority: RZC 21.76.090.F

Condition Applies: Civil Construction Permit

- i. **Archaeological and Historical Preservation:** The City's Inadvertent Discovery Plan (IDP) procedure shall be required during all ground disturbing activities. In the event that archaeological resources are encountered during ground disturbance, the Duwamish Tribe has requested notification and the opportunity to be on-site during further ground disturbance.

Code Authority: RZC 21.30.070.D

Condition Applies: Civil Construction & Building Permit

- j. **Construction Parking Requirements and Contact Information.** A sign shall be posted on-site visible to the public throughout the duration of all construction activity per the Construction Contact Sign Handout. Construction activities consist of all site work including, but not limited to grading, landscaping, infrastructure and building permit related construction. Applicant and contractor shall work with city planner prior to mylar signing to determine location(s) of sign(s). Contact information shall remain up-to-date and visible at all times. The assigned city planner shall be notified within two business days when contact person has been changed and a picture of the updated sign shall be e-mailed. Construction Parking requirements for the project shall be denoted on the bottom portion of the sign per handout instructions.

Code Authority: RZC 21.76.070.B.3.a.ii.A

- k. **Agency Permits.** The applicant shall be responsible for identifying and obtaining all required permits from other agencies, including local, regional, state and federal permits.

Code Authority: RZC 21.76.070.B

Condition Applies: As determined by the permitting agency

6. Potholing

Reviewer: Rick Goode, Senior Engineer and Utility, Heba Awad

Phone: 425-556-2496 and 425-556-2861

Email: rgoode@redmond.gov and hawad@redmond.gov

All existing utilities at the location of the proposed water/sewer mains, storm and service line crossings shall be potholed prior to submittal of first Civil Plan Review. The potholing shall identify the width and the depth to both the top and bottom of any pipes, structures, conduits, and duct banks.

Potholing in the City Right-of Way requires a Right-of-Way Use permit, approved traffic control plans, and a performance bond before commencing work. The developer shall include in the Right-of-Way permit, a list of potholing numbers along with the potholing information for each number, such as utility name, type of facility and the reason for potholing.

The developer shall do the following during and after potholing:

1. Follow City of Redmond Detail 203 for pothole restoration.
2. Protect existing traffic loops.
3. Survey all potholing locations.

Based on the final survey, a modified design of sewer, water and storm facilities may be necessary to avoid conflict with existing utilities.

All potholing information shall be included in the plans and profiles of water, sewer and storm design in first submittal of CCR review. The developer shall add clearance information on the water/sewer/storm profiles at all crossings of existing and proposed utilities. Minimum clearance of one foot is required between the sewer/water mains and other utilities including storm sewer.

Code Authority: Water and Wastewater System Extensions Design Requirements Section IV. 3. M and Section V. 3. K; Stormwater Technical Notebook, Issue No. 9, Effective July 1, 2022

B. Compliance with City of Redmond Codes and Standards

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

Transportation and Engineering

RZC 21.12	Overlake Regulations
RMC 6.36	Noise Standards
RZC 21.52	Transportation Standards
RZC 21.40.010.E	Design Requirements for Parking Facilities
RZC 21.54	Utility Standards
RMC 12.08	Street Repairs, Improvements & Alterations
RMC 12.12	Required Improvements for Buildings and Development
RMC 12.16	Highway Access Management
RZC 21.76.100.F.9.C	Nonconforming Landscaping and Pedestrian System Area
RZC 21.76.020.G	Site Construction Drawing Review
RZC 21.76.020.G.3	Preconstruction Conference
RZC 21.76.090.F	Performance Assurance
RZC Appendix 2	Construction Specification and Design Standards for Streets and Access
RZC Appendix 7	Overlake Village Street Requirements
City of Redmond	Record Drawing Requirements, November 2024
City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter issued)

Water and Sewer

RMC 13.04	Sewage and Drainage
RMC 13.08	Installing and Connecting Water Service
RMC 13.10	Cross-Connection and Backflow Prevention
RZC 21.17.010	Adequate Public Facilities and Services Required
RZC Appendix 3	Design Requirements for Water and Wastewater System Extensions
City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter issued)
City of Redmond	Design Requirements: Water and Wastewater System Extensions – April 2019.

Stormwater/Clearing and Grading

RMC 13.25	Temporary Construction Dewatering
RMC 15.24	Clearing, Grading, and Storm Water Management
RZC 21.32.080	Types of Planting
City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter issued)
City of Redmond	Stormwater Technical Notebook, Issue No. 9, Effective July 1, 2022

Department of Ecology Stormwater Management Manual for Western
 Washington (July 2019)

Fire

RMC 15.06	Fire Code
RZC Appendix 2	Construction Specification and Design Standards for Streets and Access
City of Redmond	Fire Department Design and Construction Guide
City of Redmond	Fire Department Standards

Planning

RZC 21.12	Overlake
RZC 21.58, 60, 62	Design Standards
RMC 3.10	Impact Fees
RZC 21.32	Landscaping
RZC 21.34	Exterior Lighting Standards
RMC 6.36	Noise Standards
RZC 21.38	Outdoor Storage and Service Areas
RZC 21.40	Parking Standards
RZC 21.64	Critical Areas
RZC 21.44	Signs

Building

RMC 15.08	Building Code
RMC 15.12	Electrical Code
RMC 15.14	Mechanical Code
RMC 15.16	Plumbing Code
RMC 15.18	Energy Code
RMC 15.20	Ventilation and Indoor Air Quality Code

OVERLAKE COMMONS DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 202__ (“Effective Date”), by and between the City of Redmond (“City”), a Washington municipal corporation, and Stellar Overlake Terrace, LLC (“Owner”), a Delaware limited liability company. The City and Owner are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

A. Owner is planning the redevelopment of land located at 2956 152nd Avenue NE in Redmond, Washington and legally described on the attached Exhibit A (the “Property”) attached hereto and incorporated herein by this reference. The development plan includes two residential buildings with 830 units and 750 parking stalls, referred to herein as “the Project.” The Project is expected to include a Binding Site Plan, which will establish a parcel for each residential building. The Property is located in the City’s Overlake Village 1 (“OV1”) zone.

B. As required by Redmond Zoning Code (“RZC”) 21.76.070.P.2.b, Owner has prepared a master planned development entitled Overlake Commons Master Plan dated [insert final date of Master Plan] (the “Master Plan”) to provide for coordinated development of the Property. Owner has applied for approval of the Master Plan, this Development Agreement, and Site Plan Entitlements (“SPEs”) for the Project under City File Nos. LAND-2024-00221, LAND-2024-00222, and LAND-2024-00223, respectively. The Master Plan has been the subject of a public review process that included public review and comment at a neighborhood meeting and recommendations for final approval by City’s administrative design review process and Technical Committee. The Redmond City Council also conducted a public hearing to obtain further public comment on the Master Plan and this Agreement.

C. Environmental impacts of the development proposed by the Master Plan and SPEs were identified and considered through a State Environmental Policy Act checklist under City File No. SEPA-2024-00224 with a Determination of Non-Significance issued by the City of Redmond Technical Committee on December 1, 2025. *See also*, RZC 21.70.110.

D. Completion of the Project in accordance with this Agreement will promote the goals and policies of the Redmond Comprehensive Plan, including but not limited to, providing potential new housing and job opportunities in Overlake near transit and major employment hubs, providing connections between sites and public open spaces, improving street frontages, and advancing sustainable development. The Comprehensive Plan goals furthered by the Project include, but are not limited to: FW-LU-1, FW-LU-2, FW-HO-3, FW-OV-1, LU-6, LU-8, LU-31, LU-35, HO-13, TR-35, OV-4.

E. RCW 36.70B.170 through 36.70B.210 authorize cities to enter into development agreements with property owners to govern the future development of real property. A development agreement between Owner and the City is a collaboration that will provide mutual benefit for the Parties and the residents and businesses of the Overlake Neighborhood.

F. By executing this Agreement, the Parties intend to set forth their mutual agreements and understandings as they relate to the development of the Property and the Project.

AGREEMENT

PURSUANT TO RCW 36.70B.170 through 36.70B.210 and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and Owner enter into the following Development Agreement and agree to be bound by its terms.

1. **Land and FAR.** The Property, exclusive of public right-of-way, comprises 205,486 square feet of total land area, as depicted on Exhibit B (overall basic site plan from Master Plan showing property boundary). As provided in RZC 21.12.090.C, the maximum allowed development on the Property is expressed in terms of the ratio of floor area to total gross land area prior to dedication of new public right-of-way or provision of other land for public amenities. Allowed FAR shall thus be calculated for all purposes by using 205,486 square feet as the total gross land area. Future dedications of land for right-of-way or other public use or improvements shall not reduce the land area used for calculating FAR, the development rights provided for in this Agreement or development rights provided for through applicable land use regulations. |

2. **The Project.** The Project will be constructed under separate building permit applications for each building. The Project consists of two buildings, a private driveway connecting the buildings and providing fire access, and open space and landscaping enhancements. The Project is also expected to include a Binding Site Plan that will create a separate parcel for each building, with all necessary access and utility easements allowing for a unified proposal.

3. **Conformance with Master Plan.** The Redmond City Council approved the Master Plan on [insert date]. Approval of the development shown in the Master Plan and identified in this Agreement is specifically conditioned upon dedication of the land and construction of the improvements identified in the Master Plan and/or this Agreement, including but not limited to right-of-way dedication along 152nd Avenue NE. The Project shall substantially conform to the Master Plan, including amendments thereto as provided for in RZC 21.76.090.D. Site and building modifications to facilitate interim use of existing structures, if any, are not regulated by the Master Plan. In the event of a conflict between the Master Plan and this Agreement, this Agreement shall control.

4. **Vested Rights.**

4.1 **Vesting Mechanism.** The Owner submitted a complete application for Type V entitlements including the Master Plan, this Agreement, and Site Plan Entitlements on September 26, 2024, received a determination of completeness on October 24, 2024, and received a determination from City staff that it was ready to be reviewed by the Design Review Board on November 15, 2024. Owner also submitted a request to the Code Administrator on September 26, 2024, for the Project to be reviewed under the Redmond Zoning Code and development regulations as they existed on December 31, 2024 as required under RZC

21.12.505.A Accordingly, the Project satisfied the initial requirements of RZC 21.12.505.A to be considered vested to and governed by the City development regulations in effect as of December 31, 2024, and shall be considered vested as long as Owner submits complete building permit applications for all of the buildings in the Project by December 31, 2026 subject to requirements of RZC 21.12.505A. If the Owner submits complete building permit applications for all of the buildings in the Project by that date, then the Project shall remain vested to the development regulations in effect as of December 31, 2024 during the time such applications are under review, issued, and unexpired. If the Owner should fail to submit acceptable building permit applications under RZC 21.12.505A, for all of the buildings in the Project by December 31, 2026, then the Project shall not be vested to the Redmond Zoning Code and development regulations as they existed on December 31, 2024, and it must conform to the then-current Code and development regulations when building permits are submitted and the Owner must submit conforming revisions to the Master Plan and Site Plan Entitlements at such time.

4.2 Development Regulations. Except as expressly stated otherwise herein, any amendments to or additions made during the term of this Agreement to City development regulations shall not apply to or affect the conditions of development of the Project. As used in this Agreement, “development regulations” shall be deemed to include regulations, policies, and guidelines addressing zoning (including the Redmond Zoning Code and zoning maps), environmental review (including SEPA procedures and substantive SEPA policies), building and site design, utilities, stormwater, transportation concurrency and other laws, ordinance, policies, and administrative regulations and guidelines of the City governing land development.

4.3 Exemptions. The following are exempt from vesting under this Agreement:

4.3.1 Plan review fees, inspection fees, and transportation, school, and fire impact fees established by schedules, charts, tables, or formulae;

4.3.2 Water, sewer, stormwater, and other utility connection charges, general facility charges, Cascade Water Alliance charges, Metro charges, and monthly service charges;

4.3.3 Amendments to building, plumbing, mechanical, fire, and other construction codes adopted pursuant to RCW 19.27 and 19.27A; and

4.3.4 Other City enactments that are adopted pursuant to state or federal mandates (such as, but not limited to, the City’s NPDES Municipal Stormwater Permit) that preempt the City’s authority to vest regulations.

4.4 City’s Reserved Rights. Notwithstanding any other provisions of this Agreement, pursuant to RCW 36.70B.170(4) the City reserves authority to impose new or different officially adopted regulations of general applicability to the extent required by a serious threat to public health and safety, as determined by the Redmond City Council after written notice and an opportunity to be heard has been provided to Owner.

4.5 Amendments to Agreement. This Agreement may be amended administratively upon a request by the Owner if the request does not result in an increase in the aggregate square footage approved by the Master Plan, does not significantly increase impacts created by the Project, does not meaningfully reduce the public benefits described in Section 13 without reasonable replacement, and does not include a use not approved by this Agreement and the approved Master Plan. Except for the term of this Agreement, any of the dates set forth in this Agreement may be revised administratively by agreement between the Owner and City staff.

5. Term. The term of this Agreement shall be ten (10) years, except as provided in this Section. The City and Owner may agree to extend the term of this Agreement, provided that such extension is approved by the Redmond City Council. The Redmond Zoning Code currently limits the term of a master plan approval in Overlake to ten (10) years, with the potential for a five (5) extension. The City and Owner intend for this Agreement to be in effect for a term concurrent with the Master Plan and intend that any request for extension of the Master Plan will be processed concurrently with an extension of this Agreement, and that any expiration of the Master Plan shall cause this Agreement to expire. The City and Owner agree that if the Master Plan is extended, the term of this Agreement shall likewise be extended for the term of the Master Plan.

6. Development Approvals.

6.1 Flexibility. Detailed plans for development of the Property shall be as approved through the site plan entitlement process and other approval processes set forth in the RZC, as applicable. Road widths, access locations, right-of-way dedications, public amenity spaces, and street and utility improvements shall be governed by the Master Plan and the site plan entitlement approvals. Depictions of building footprints, shapes, square footage, and number of stories in the Master Plan are illustrative only. Such graphics and text in the Master Plan shall not constrain the process of designing and approving individual developments, which shall address applicable city-wide and special design guidelines, codes, and standards. Modifications may be made administratively, and shall exclude only the following; changes in density, changes to housing type, impacts to critical areas, diminishing public benefits, reduction of open space, increase in height, and reduction of retained trees. Any changes to the SPEs for the Project shall remain vested to the Redmond Zoning Code and development regulations as they existed on December 31, 2024, so long as they follow the Administrative Modification procedure and criteria in RZC 21.76.090.D.

6.2 Conditions. The City shall not impose any condition on the Project, or on any development proposal within the Project, that is inconsistent with the Master Plan, except as authorized in this Agreement or otherwise authorized by applicable City codes or state or federal regulations, including but not limited to those codes and regulations set forth in Section 4.3 against which Owner is not vested, or under those circumstances set forth in Section 4.4.

6.3 Development Site/Land Division. Additional legal lots or development parcels within the Property may be modified if approved by the City without amendment of the Master Plan through binding site plans, short plats, subdivisions or the creation of condominiums. Any future land division shall not impact the ultimate size of open spaces,

infrastructure, or other required public amenity space or public benefits or improvements, unless permitted as an administrative amendment to this Agreement and unless the City obtains like public amenity space, public benefits, or infrastructure.

7. Street, Utility, and Frontage Improvements.

7.1 Street and Right-of-Way Improvements. Owner will construct the street improvements as shown in the Master Plan and required by the Master Plan conditions of approval in order to mitigate the transportation impacts associated with the Project. The improvements and associated right-of-way are generally shown on pages 22 and 23 of the Master Plan. Easements and dedications shall be provided for the City of Redmond's review at the time of construction drawing approval and finalized for recording prior to issuance of a civil site permit. The improvements shall be designed and constructed in accordance with the Master Plan and shall comply with the City of Redmond standards and code requirements. Changes to the project that result in administrative amendments to this Agreement under Sections 4.5 and 4.6 will not require additional street and/or right-of-way improvements beyond those described in the Master Plan and this Agreement, so long as the change to the Project generates the same or fewer vehicle trips as the Project prior to the amendment, based on the methodology of the Transportation Impact Analysis accompanying the Master Plan.

7.1.1 Right-of-Way Widths and Dedications. Right of way dedication width and location along 152nd Avenue NE is depicted in the Master Plan. In accordance with RZC 21.52.030.G, where planned street right-of-way or roadway, sidewalk, slope, or utility easement, as indicated by RZC 21.52.030.D, or as necessary to complete a public street, lies within the proposed development along 152nd Avenue NE, Owner shall be required to dedicate the right-of-way and/or easement to the City as a condition of approval, unless stated otherwise in this Agreement. Prior to acceptance of the right-of-way and/or easement by the City, Owner will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, and shall be required to remove any encroachments on such easements or rights-of-way.

7.1.2 Deviations. The City agrees that the Project may qualify for administrative design flexibility under RZC 21.76.070.C. for Administrative Engineering Deviations to road widths, engineering standards, dedications and right of way improvements in the Master Plan. The City agrees to consider such deviations, if the Owner requests such deviations and the deviation requirements in the RZC and the City's Administrative Engineering Deviation Procedure are met. [further detail to be inserted if specific deviations are known at MPD approval]

7.2 Utilities. Any required water mains, sewer mains, and storm drainage facilities will be installed in public right-of-way or in easements acceptable to the City. Any necessary right-of-way and easements shall be dedicated or conveyed to the City. Construction of such improvements shall be in accordance with City standards, including but not limited to, the City's standard construction details and the City of Redmond Stormwater Manual. Owner will construct improvements as shown in the Master Plan and according to the phasing schedule, if any, approved as part of that Plan. No additional utility improvements will be required, except

as may be necessary to meet state or federal mandates against which Owner is not vested under Section 4.3 and except as may be required by the City under circumstances described in Section 4.4. Changes to the Project that result in administrative amendment to this Agreement will not result in additional utility requirements beyond those described in the Master Plan and its conditions of approval, provided that there is no increase in stormwater runoff as the result of the amendment and provided that the utility demands of the amendment do not exceed the capacity of the proposed Master Plan utilities or the City utility system used by the Project. Deviations from the Master Plan that provide materially equivalent utility service and that comply with City standards may be proposed by the Owner and approved administratively by the City staff without amendment of the Master Plan or this Agreement.

7.3 Street Frontage. 152nd Avenue NE is a “Retail Street,” which requires 50 percent minimum of the linear sidewalk-level façade to contain pedestrian-oriented uses. RZC Table 21.12.150B; 0021.12.150.C.2.a. Due to site geometry and the limited frontage along 152nd Avenue NE, and the distance that the building is required to be set back from the sidewalk due to the unique shape of the site and the requirement for the driveway alignment, the sidewalk-level façade is determined to be negligible and the requirement for pedestrian oriented uses does not apply.

8. Transportation Impact Fees and Credits.

8.1 Generally. Except as otherwise provided in this Agreement, Owner shall pay transportation impact fees for the Project in effect at the time building permits are issued for each building.

8.2 Calculation of Transportation Impact Fees. The City’s method and procedure for calculating net new project demand for mobility units for purposes of transportation impact fees shall be modified for development within the Master Plan Property to account for structures currently existing on the Property (“Existing Structures”). Upon demolition of an Existing Structure, credit for reduction of existing demand for mobility units attributable to such Existing Structure shall automatically accrue to the owner of the Existing Structure. There is one Existing Structure on the Property. The City agrees that Owner will receive credit for the 150 assisted living beds. The credit may be used in whole or part by such owner to reduce the demand for mobility units attributable to such owner’s development within the Master Plan Property or may be assigned to another owner or developer of property within the Master Plan Property. Credits may only be used in the calculation of net new mobility unit demand for development within the Property and may not be used in connection with any development located outside of the Property. Consistent with the Redmond Municipal Code (“RMC”) 3.10.120, at the time of building permit issuance, the Owner may choose to use the City’s standard traffic impact fee rates outlined in the schedules in RMC 3.10.100 for the year of the building permit issuance, or have an independent study conducted to develop unique transportation impact fee rates. All independent fee calculation studies shall meet the standards outlined in RMC 3.10.120 and shall be submitted to the City for review and approval.

8.3 Transportation Impact Fee Credits Generally. Per RMC Ch. 3.10, specifically RMC 3.10.130.A, whenever a development approval is conditioned upon a

developer's conveyance of land and/or construction of specified transportation system improvements, the developer shall be entitled to a credit against the impact fee that would be imposed for the value of the land or property interest conveyed and/or the actual cost of construction. The total amount of credit granted shall not exceed the total amount of the impact fee the Owner is required to pay upon completion of the Project. If the amount of credits available to be applied to a particular building permit or phase exceeds the amount of the impact fee required for that building permit or phase, Owner may apply the remaining credit against impact fees required for future building permits or phases of development. In consideration of Owner constructing the transportation improvements as set forth in this agreement and shown in the Master Plan, the city shall credit against all Redmond transportation impact fees due to the City the total project cost (including land value, design, permit fees, construction costs, and right-of-way dedications) of improvements made and listed in the Redmond Transportation Facilities Plan (TFP) or subsequently added to the plan or its successor. If not already part of the TFP, City staff shall propose for City Council decision the inclusion in the TFP of all transportation improvements listed below. In the event Owner pays all or part of the cost of a TFP project in lieu of construction, the credit shall be in the amount of such payment.

8.3.1 152nd Avenue NE

In order to accommodate Owner construction of transportation improvements prior to City Council decision on inclusion in the TFP, and pursuant to Redmond Municipal Code Chapter 3.10, Section 3.10.130(a), the total cost of improvements shall be estimated prior to any impact fee payment made by Owner and credited against such payment. Owner shall be required to provide a performance assurance device acceptable to the City for the amount of such credit. If the Redmond City Council has approved amendment of the TFP to include any or all the improvements described above as transportation improvements, City shall release Owner from its performance assurance requirement upon completion of the transportation improvements, pursuant to RMC Chapter 3.10, Section 3.10.130.d. In the event the City Council has approved amendment of the TFP and the transportation improvements described above are not included, Owner shall pay the remaining traffic impact fees equal to the amount of the credit received. If the City Council has not yet voted on the TFP by the completion of the Project, Owner shall be required to extend or provide a new performance assurance device in the amount of such credit for the time period of the extension.

8.4 Transportation Impact Fee Credits from Esterra Park Development.

In conjunction with development of "Esterra Park," a Master Planned Development with a Development Agreement located immediately adjacent and south of the Project, the City and master developer of the Esterra Park property, USL2 Overlake Village Center, LLC, entered into that certain "Redevelopment of Overlake Village Administrative Procedures for Impact Fees, Utility Connection Charges and Bonding," which allowed assignment of impact fee credits within the Esterra Park Master Plan. The Esterra Park Master Plan is now complete, and fee credits remain. Subject to the provisions and procedures specified in the Esterra Park Development Agreement, the master developer of the Esterra Park property may transfer ownership of a portion of such fee credits to owners of those properties specified in the Esterra Park Development Agreement, and the City hereby recognizes such credits may be applied to the building permits for the Project if such transfer occurs. The Owner must demonstrate ownership of such fee credits to the City at the time of building permit approval where it intends to seek

application of such credits.

9. Transportation Management.

9.1 Transportation Mitigation. On-site street and right of way improvements required to mitigate the transportation impacts associated with the Project are outlined in the Master Plan. No additional on-site or off-site transportation mitigation will be required for construction of the Project. Changes to the Project that result in administrative amendments to this Agreement will not result in additional transportation mitigation beyond those described in the Master Plan and this Agreement, so long as the change to the Project generates the same or lesser trips as the prior use on the site, based on the methodology of the Transportation Impact Analysis accompanying the Master Plan.

9.2 Transportation Concurrency. Pursuant to RZC 21.52.010.B.7, development proposed in a building permit application submitted to the City on or before December 31, 2026, shall be deemed to have met the transportation concurrency requirements set forth in the RZC, so long as the development generates the same or lesser trips as approved as part of the Master Plan, based on the methodology of the Transportation Impact Analysis accompanying the Master Plan. No additional analysis and no additional transportation concurrency certificates shall be required to construct any development proposed as part of a building permit application submitted to the City on or before this date.

10. Tree Removal and Mitigation. The Project proposes tree removal and replacement mitigation at a 1:1 ratio for tree replacement and 3:1 ratio for landmark tree replacement in lieu of 35 percent retention as allowed pursuant to RZC 21.72.090.B.2 for master plans in urban centers. For purposes of the tree removal and mitigation, the entire Project site will be considered together, and planting shall be considered onsite, even if multiple parcels are created through a Binding Site Plan. The Parties further agree that if it is not feasible to comply with all of the tree replacement requirements in RZC 21.72.080 via onsite tree replacement because of site grades and fire access requirements, then the Owner may complete mitigation to satisfy RZC 21.72.080.E.2 by paying an in-lieu mitigation fee. If applicable, the in-lieu mitigation fee shall be set and paid to the City prior to the issuance of a tree removal permit.

11. Bicycle Parking. The Redmond Zoning Code requires 1 long-term bicycle parking space per multifamily structure unit. RZC Table 21.40.020. The Project includes units with utility and/or laundry rooms which can accommodate long-term bicycle parking. These units will not include separate long-term bicycle parking. Including these units with utility and/or laundry rooms, Owner will provide 60 percent of the stalls that would otherwise be required under the Redmond Zoning Code.

12. Decarbonization Incentive. The Project will participate in the decarbonization incentive set forth in RZC 21.12.170. The City agrees that the Owner has complied with the requirements to achieve the decarbonization incentive for the purposes of land use entitlement. The Owner shall comply with the decarbonization requirements of RZC 21.12.170.B.4 in conjunction with subsequent construction permits for buildings constructed under the MPD.

13. Public Benefits. The City agrees that the commitments made by Owner under this Agreement are in the public interest and provide sufficient public benefit to meet the requirements of RZC 21.76.070.L.3.e. The public benefits delivered by the Project include the following:

13.1 Enhanced Bicycle and Pedestrian Safety Alternative on 152nd. Owner shall, to the extent approved through the SPE process, propose bike lane and sidewalk improvements along 152nd Avenue NE along the Property and connecting to adjacent improvements that better address pedestrian and bicycle safety compared to the City's typical street section.

13.2 Sustainability Measures. Owner shall achieve a LEED Gold or equivalent sustainability rating.

13.3 Public Art. Owner shall provide public art in the form of artwork, sculpture, water features, and/or murals. The Owner will identify local artists to create public art that will enhance the proposed network of plazas throughout the site. The exact locations within the project will be identified in collaboration with the Redmond Arts and Culture Commission.

13.4 Nature Amenity. Owner shall provide 3,000 square feet of publicly-accessible nature amenity on the site (the "Nature Amenity"). The Nature Amenity shall be designed and programmed via the SPE process, and may include active and passive recreational features, public seating, dog park amenities, or other amenities to be determined. The Nature Amenity shall serve both buildings and both parcels, in addition to the public, if a new parcel is established through the Binding Site Plan process.

14. Transfer of Ownership. In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Owner under this Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon, each person having any right or title or other legal interest in the Property with respect to that party's interest in the Property. This Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property subsequent to the date hereof.

15. Miscellaneous Provisions

15.1 Code Citations. All citations and references to the Redmond Zoning Code and Redmond Municipal Code in this Agreement shall refer to those provisions in force as of the date of this Agreement.

15.2 Recording. This Agreement shall be recorded with the King County Department of Records and Elections. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors in interest and assigns.

15.3 Amendments. Amendments to this Agreement shall be governed by Section 4.5 above.

15.4 Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to specific performance of all terms of this Agreement by any Party in default hereof.

15.5 Governing Law - Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, notwithstanding any conflicts of law provisions. Venue for any litigation under this Agreement shall be King County Superior Court.

15.6 Notices. All notices and other communications required or otherwise provided for by this Agreement shall be in writing and shall be given to the following persons:

City of Redmond:

Attention: Carol Helland
Director of Planning
Community Development
P.O. Box 97010
Mail Stop: 4SPL
Redmond, WA 98073-9710

And to its Attorney:

[to be inserted]

Stellar Overlake Terrace, LLC:

[to be inserted]

And to its Attorney

Hillis Clark Martin and Peterson P.S.
Attn: Holly Golden
999 3rd Avenue, Seattle WA 98104

The Parties may, from time-to-time, notify each other in writing of changes in the names and addresses of persons to receive notices and communications and such changes shall become effective upon receipt by the non-notifying Party. Notices shall be deemed received within three days after being placed in the United States Mail, properly addressed and postage prepaid, or upon personal delivery.

15.7 Full Understanding – Construction. The Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

15.8 Attorney's Fees. If either Party institutes litigation against the other Party to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees incurred in such litigation.

15.9 Severability. If any section, sentence, clause or phrase of this Agreement is determined to be invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, sentences, clauses and phrases shall remain viable and in full force and effect.

15.10 Counterparts. This Agreement may be executed in counterparts, with each Party sending a .pdf of its signature to the other Party via email transmission. This Agreement, when fully executed and signature pages exchanged as provided herein shall be effective as the original document.

15.11 Equal Opportunity to Participate in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party based upon a claim that such Party drafted the ambiguous language.

15.12 Exhibits. This Agreement includes the following Exhibits:

Exhibit A – Legal Description

Exhibit B – Master Plan

[insert additional exhibits, as needed]

15.13 Final and Complete Agreement. This Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Property. This Agreement supersedes and replaces all prior agreements, discussions and representation on all subjects relating to the development of the Property. Neither Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

15.14 Effect of Expiration or Termination. Upon expiration or sooner termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate and be of no further effect. All development for which a permit is issued after the expiration or termination of this Agreement shall be required to comply with all applicable development regulations in effect at that time and shall be required to pay impact fees in effect at the time of permit issuance. All development for which a permit is issued after expiration or termination of this Agreement shall be required to satisfy any applicable concurrency requirements notwithstanding the issuance of any concurrency certificate during the effective period of this Agreement. All development for which a permit is issued after the expiration or sooner termination of this Agreement shall be subject to SEPA review if not previously completed and may be conditioned to mitigate any environmental impacts of such development, notwithstanding any mitigation provided during the term of this Agreement and the City shall not be required to credit any mitigation provided during the term of this Agreement against any

mitigation subsequently determined necessary to mitigate the environmental impacts of any development for which a permit is issued after expiration or sooner termination of this Agreement. It is the intent of the Parties that the requirements of this Agreement shall apply only during its term and that once this Agreement has expired or is terminated, all rights created by the terms of this Agreement will have expired or terminated. All conditions of any permit approvals shall continue to apply, however, as long as the development approved by such permits remains on the Property.

[Signature and acknowledgement pages follow]

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

STELLAR OVERLAKE TERRACE, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____

CITY OF REDMOND

By: _____
Angela Birney, Mayor

ATTEST:

By: _____
Cheryl D. Xanthos, City Clerk

APPROVED AS TO FORM:

By: _____
Daniel P. Kenny, City Attorney

STATE OF WASHINGTON

} ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of [Insert Owner name] to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed:
NOTARY PUBLIC in and for Washington
Residing at: _____

My appointment expires: _____

STATE OF WASHINGTON

} ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that Angela Birney is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF REDMOND, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed:
NOTARY PUBLIC in and for Washington
Residing at: _____

My appointment expires: _____

Exhibit A
Legal Description of Property

LOT 2 OF CITY OF REDMOND SHORT PLAT NO. SS-82-2-R. AS RECORDED
NOVEMBER 3, 1988 UNDER RECORDING NUMBER NO. 811030192, RECORDS OF
KING COUNTY AUDITOR: SITUATE IN THE CITY OF REDMOND, COUNTY OF KING,
STATE OF WASHINGTON.

DRAFT

Exhibit B
Master Plan Site Plan

[Attached]

DRAFT

OVERLAKE COMMONS - 2956 152ND AVE NE

Master Planned Development Correction 4 Response // Land Use: LAND-2024-00221
October 15, 2025

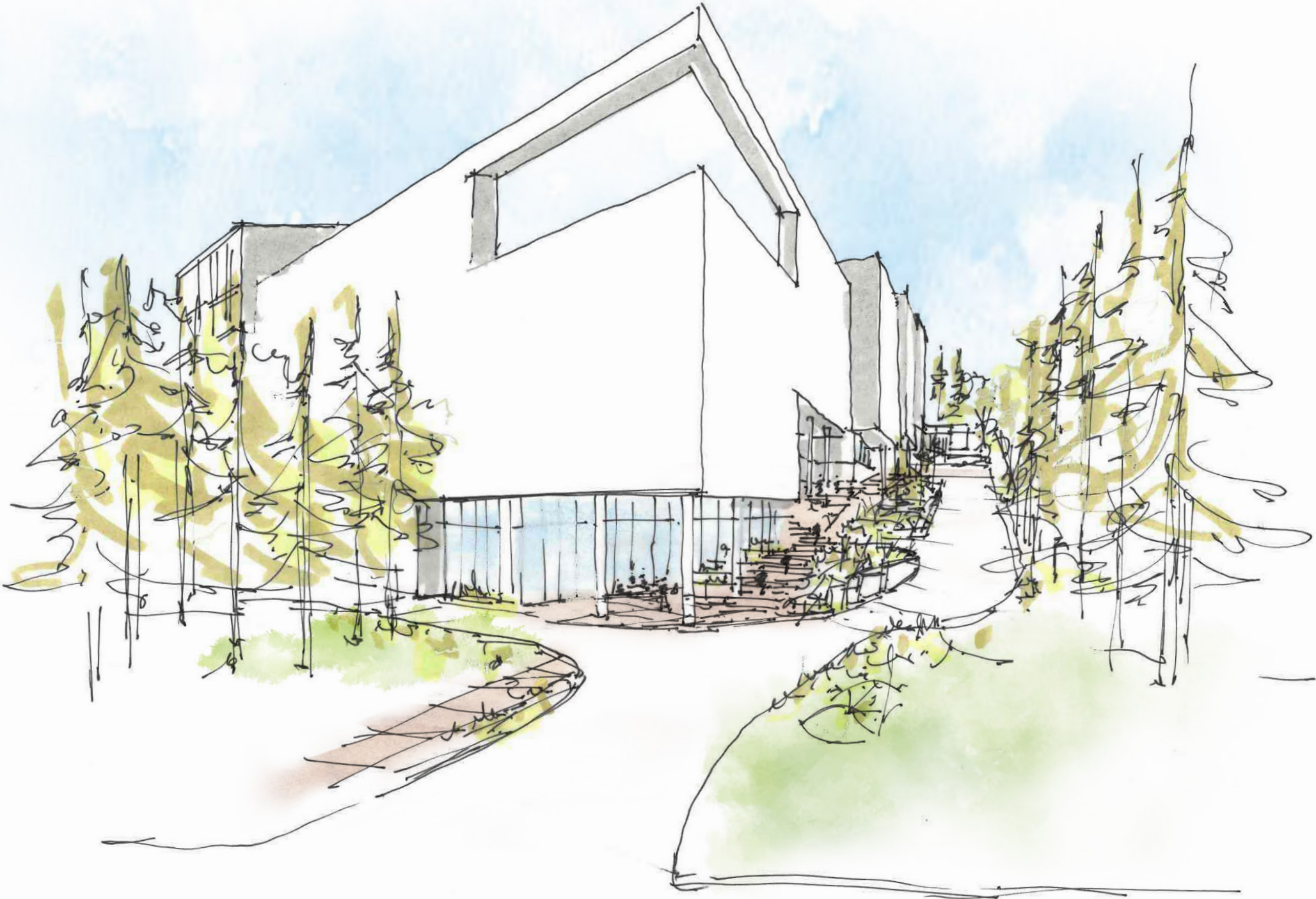




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01 PROJECT INTRODUCTION

SURROUNDING AREA

CONTEXT MAP



This uniquely shaped site, immediately across the street from the new transit station, offers both challenges and opportunities. The proximity to the Esterra Park development with its central open space as well as the Microsoft campus provide opportunity to provide a variety of suitable uses. This MPD proposal is for two multi-family residential buildings. The project will also include a private driveway connecting the buildings and providing fire access, and open space and landscape enhancements. The project is anticipated to be developed in a single phase, but construction of each building would occur under separate building permit applications. The two buildings will provide up to 830 units as well as 750 parking stalls.

Project address:	2956 152nd Ave NE Redmond, WA 98052
Site area:	205,486 SF (4.72 ACRES)
Legal description:	Lot 2 city of Redmond short plat no. SS-82-2-R, as recorded November 3, 1988 under recording no. 8811030192, in king county, Washington; Together with non-exclusive easements for ingress, egress and waterline and sidewalk as granted in instrument recorded October 22, 1984 under recording no. 8410220743; Situate in the City of Redmond, country of King, state of Washington.
Zoning:	Overlake Village Zone 1 (OV1)
Street classification:	152nd Ave NE retail street
Zoning Code:	Vested to code in place as of December, 2024
Building code:	2021 IBC with Redmond Amendments



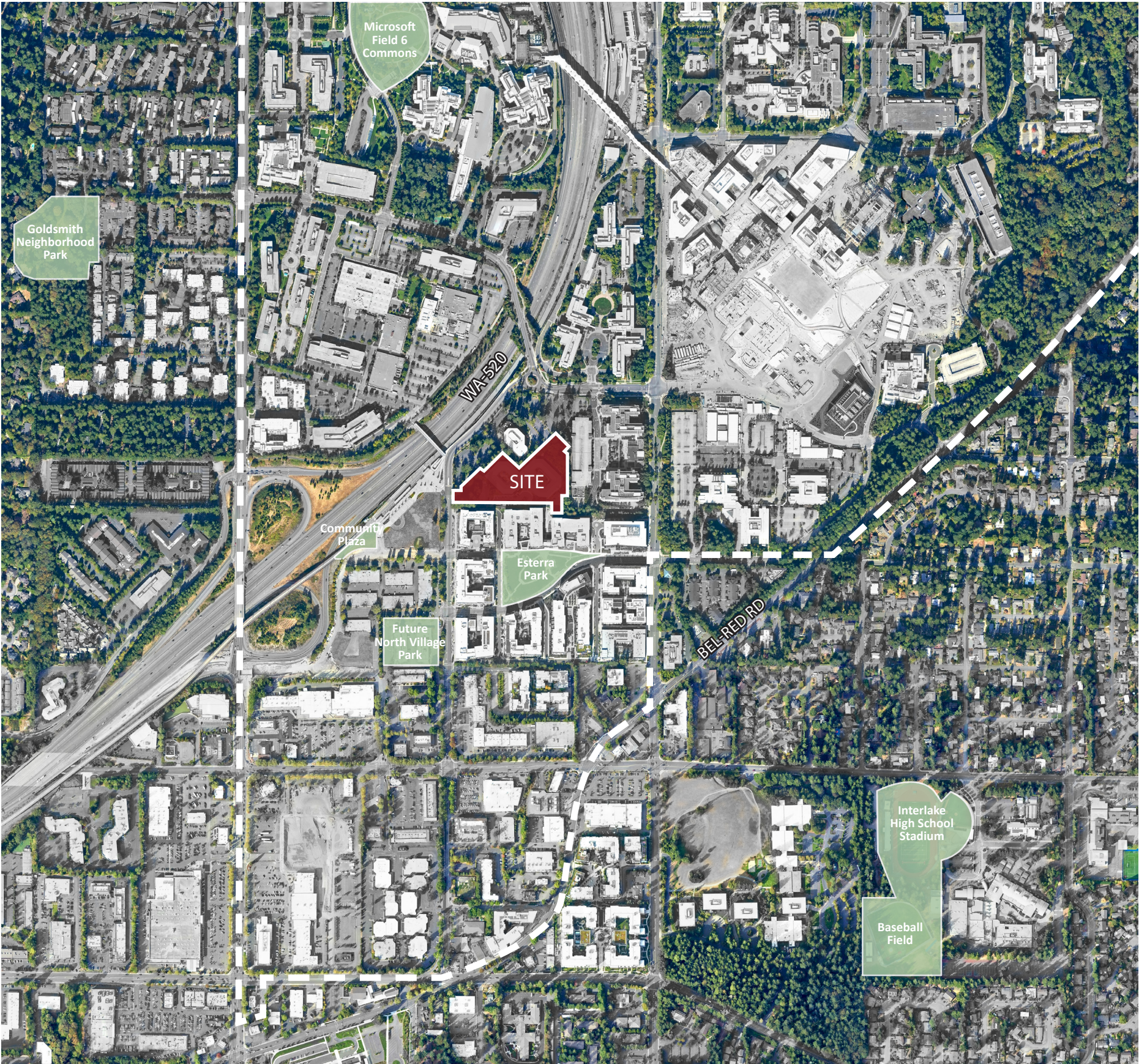
ZONING MAP



- Overlake Village: A mixed-use, pedestrian-oriented area with opportunities to live, work, shop and recreate.
- Encourage new transit-oriented development in order to take advantage of local and regional transit opportunities.
- Recognize the public benefit that can be derived from the site's proximity to the Overlake Village Transit Center, the planned bus rapid transit line, and the planned Sound Transit light rail station by encouraging walkable, transit-supportive development through incentives tied to building height and allowable floor area.
- Include design features that encourage walking and biking to the area and between stores and shopping centers. Locate parking beside, behind or underneath buildings. Include street trees and landscaping to provide green space between buildings and the street.

SURROUNDING OPEN SPACE

CANOPY, GREEN SPACE AND PARKS MAP



OPEN SPACE PRIMARY GOALS

Redmond Zoning Code:
Residential Open Space and Landscaping (RZC 21.12.120-130)

- Provide open space that is open to all residents. Including landscaped courtyards or decks, gardens with pathways, children's play areas, and other multi-purpose recreational or green spaces.
- Open space to be large enough to accommodate functional leisure or recreation activities.
- Design plazas and common usable spaces that create visual interest with a variety of landscape, colors, heights and forms of foliage.
- Provide private open spaces for residents such as balconies or patios.

Overlake Open Area Policies: Redmond 2030 Comprehensive Plan

- Develop and maintain a variety of linkages, such as paths and wayfinding elements, among parks, plazas, and open spaces to create an interconnected system of public spaces that are within walking distance of each other.
- Include plazas, artwork, and other recreation opportunities that augment and enhance public park infrastructure.
- Encourage street trees, trees on site, landscaping, open space and recreational areas to provide a sense of openness for the site and the neighborhood.
- Seek opportunities to create recreational open spaces where people can walk, rest or view natural features by landscaping places, such as utility easements, right-of-way, and unimproved portions of parks, where appropriate.

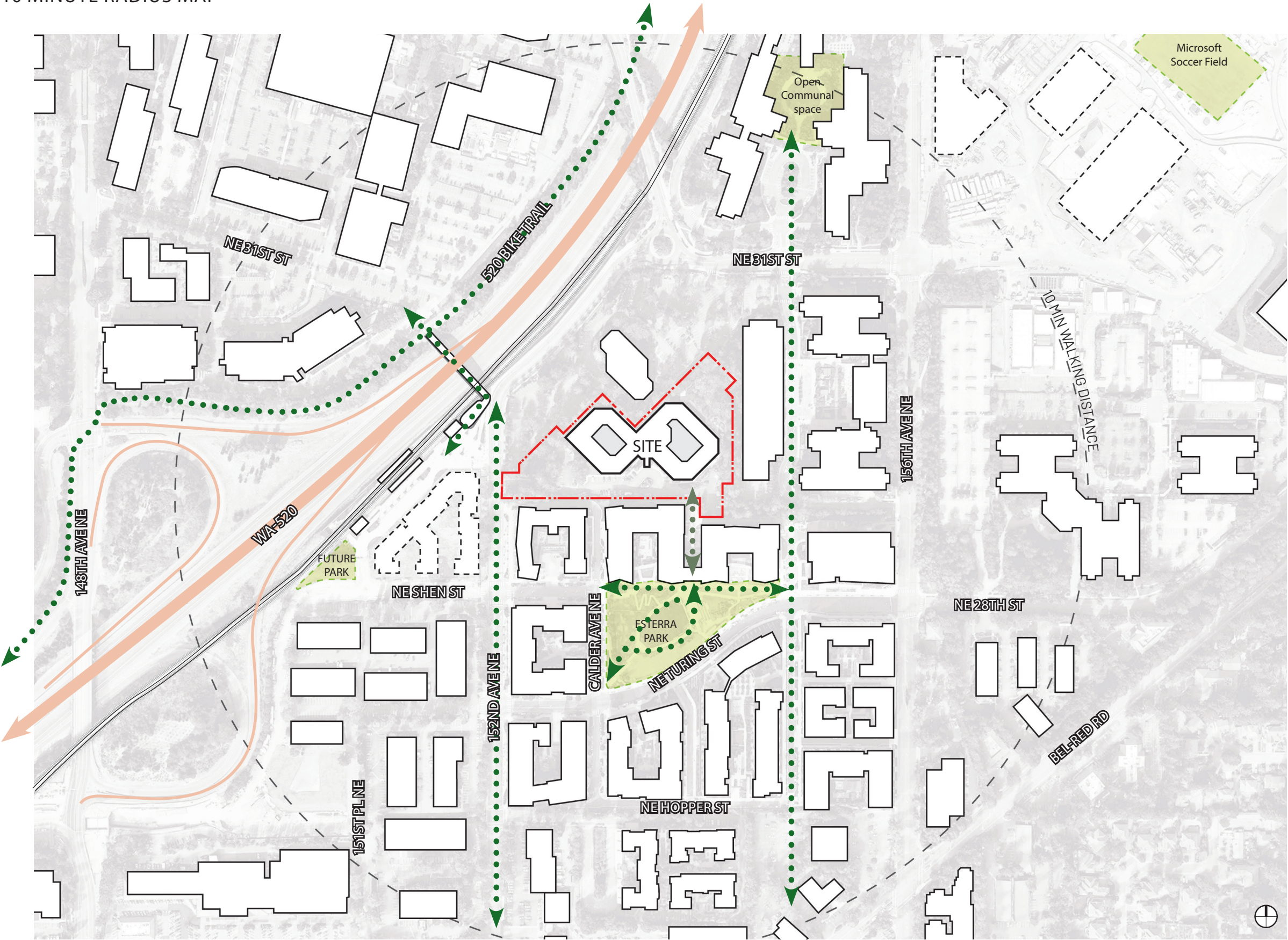
SITE ANALYSIS - TRANSPORTATION

10 MINUTE RADIUS MAP



SITE ANALYSIS - PEDESTRIAN OPEN SPACE ANALYSIS

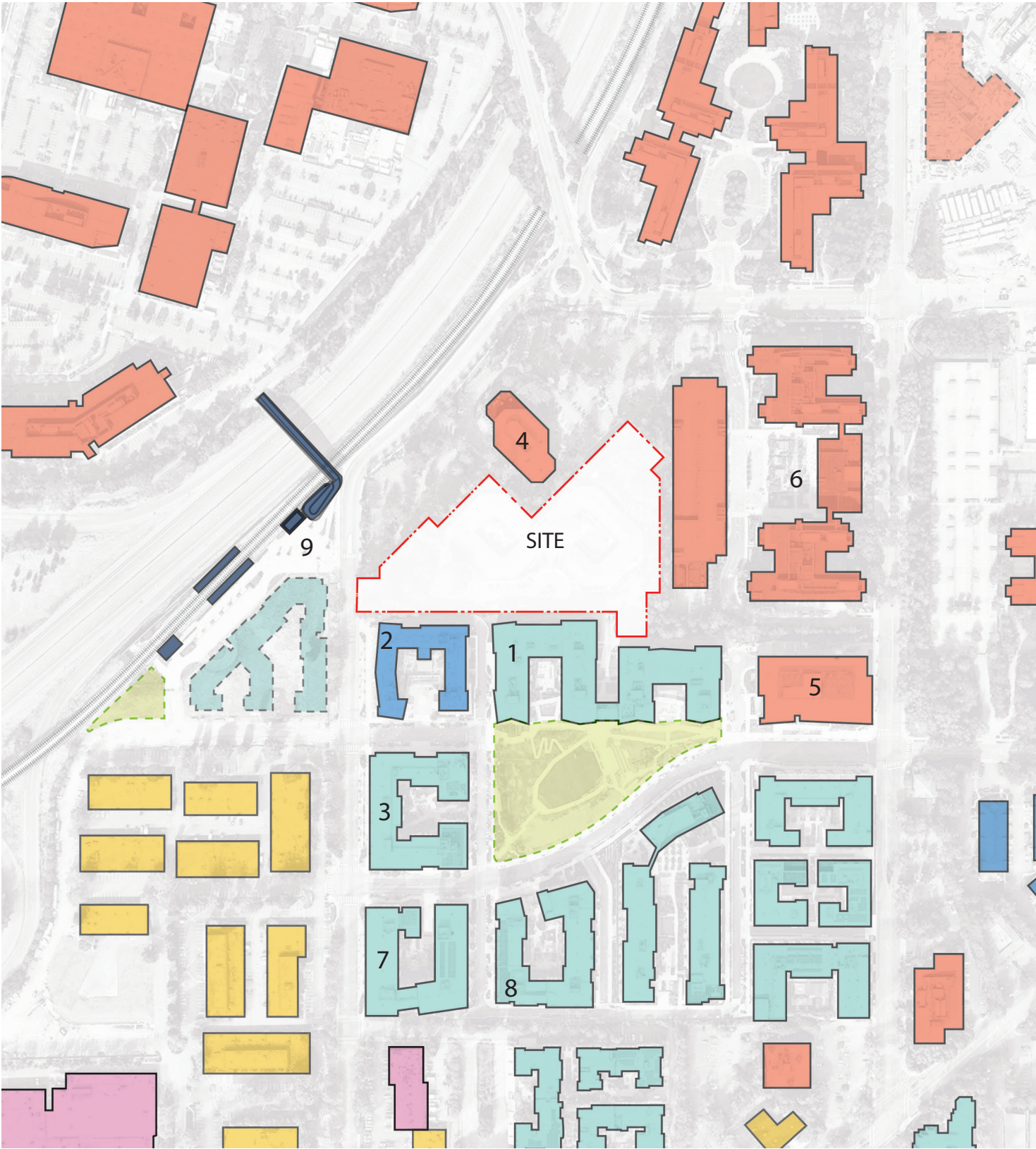
10 MINUTE RADIUS MAP



- Private Pedestrian Access
- Ped / Bike Path
- Light Rail Tracks
- Open Space

SITE ANALYSIS - SURROUNDING LAND USE

ADJACENT USES



Office / Commercial Residential Hotel Civic Retail Grocery



1. Verde Apartments & Esterra Park



2. Aloft+Element Hotel



3. AVA Esterra Park



4. Microsoft Bldg 22



5. Microsoft One Esterra



6. Microsoft Bldg 40-41



7. Avalon Esterra Park



8. AVA Esterra Park



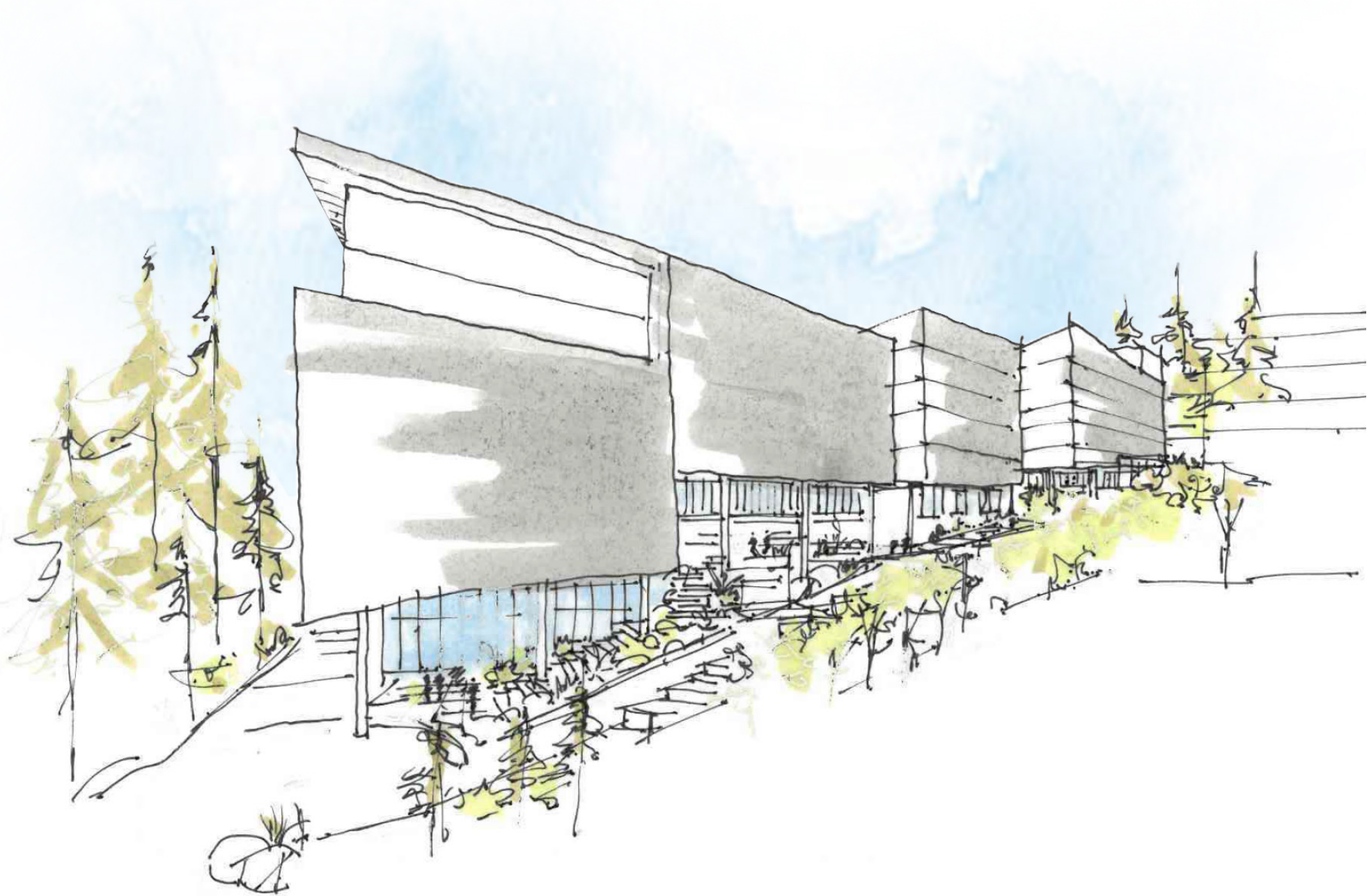
9. Overlake Village Station



02 DESIGN CONCEPT



DESIGN CONCEPT AND NARRATIVE



The design of the project is strongly influenced by the site’s unique constraints: size, topography, shape, and limited street frontage. The large site (approximately 4.72 acres) has around 60 feet of elevation gain as you transverse the site from west to east. The property line is irregular, with non-rectilinear edges. The whole site has a perimeter of 2,378 feet, but only 80 feet of the perimeter fronts a public right of way (less than 4%). This limited frontage creates an inward focused energy appropriate for the proposed uses that focus on courtyards and plazas provided on site. As an urban project, the site design also includes a focus on creating a strong pedestrian linkage between two key neighborhood features: Esterra Park and Overlake Village Station.

A pedestrian path on the south side of the site links these two nodes. It is the primary organizing element of the site, with the path providing multiple opportunities to connect with the rugged Northwest inspired landscape via a variety of experiences: being immersed in the landscape, perching above it, and traveling through it. The building form and grade change define a variety of large outdoor spaces connected by a path with smaller scaled spaces in between.

The building form enhances this experience, creating two buildings with a communal space between them. The building height steps up with the topography, maximizing views and solar exposure. A simple upper building massing is proposed, lifted off the grade plane, with a texture and materiality that references vernacular architecture found in historic Redmond. At grade, the building and landscape have a richness in materials, textures, and level of transparency. On this site, the primary experience is that of the pedestrian.

SITE CIRCULATION DIAGRAM

TRANSPORTATION CONNECTIONS



Site Access

The uniquely shaped 4.72 acres site offers a variety of constraints in addition to the opportunity of the proximity to the transit station. The project has been working with the City of Redmond and the neighbor to the north to provide an aligned intersection accessing this transit station. The relocation of this driveway further limits the access along 152nd Ave NE and makes any street frontage of the building impossible. In addition, the site grade rises approximately 60' from the west moving east.

Connection

This combination of these constraints creates a bottleneck effect on the site. In response to these conditions; the site design will emphasize strong pedestrian connections to Overlake station and to Esterra Park through the existing Verde Apartment's muse. These two points of connections create a path along the south side of the site that becomes the main organization element of the site design.

SITE PLANNING DIAGRAM

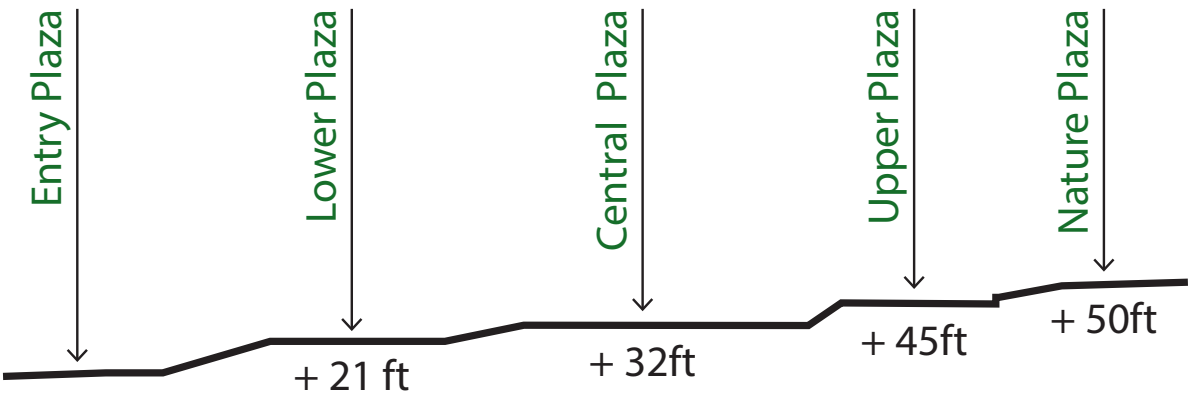
GROUND FLOOR ZONES



Carving Internally Focused Spaces

The building form and grade change define a series of connected outdoor spaces along the hill climb up the site. Each space responds to the programmed spaces inside the building; varying from the most public entry plaza to the most private courtyards for the building users. A semi-public central plaza ties the two buildings together and creates a communal hub for the project. These series of spaces create unique connections along the project.

- 1 Entry Plaza
- 2 Lower Plaza
- 3 Central Plaza
- 4 Upper Plaza
- 5 Nature Plaza



REDMOND 2030 COMPREHENSIVE PLAN GOALS

LANDSCAPE & SENSE OF PLACE



- CC-23
Encourage landscaping that:
- Creates character and a sense of place,
 - Retains and enhances existing green character,
 - Preserves and utilizes native trees and plants,
 - Enhances water and air quality,
 - Minimizes water consumption,
 - Provides aesthetic value,
 - Creates spaces for recreation,
 - Unifies site design,
 - Softens or disguises less aesthetically pleasing features of a site
 - Provides buffers for transitions between uses or helps protect natural features.

OV-74
Seek opportunities to create recreational open spaces where people can walk, rest or view natural features by landscaping places, such as utility easements, right-of-way, and unimproved portions of parks, where appropriate.

RESPONSE:
The landscape design is specifically crafted to emphasize and reflect the character of the Pacific Northwest. The design is linked to Esterra Park, both physically and echoing the character and design. Plantings are used as buffers along the external edges of the site and as features in the sequence of plaza spaces stepping up the hill. This string of open spaces through the utility and access spine along the south of the site offers outdoor amenity and the variety of spaces provides rest, activity and viewing opportunities.

VARIETY OF USES & URBAN CENTER



- UC - 11
Coordinate land use and infrastructure plans such that major public or semi-public uses are located near transit stations.
- OV - 42
Encourage redevelopment of Overlake Village in order to enhance the attractiveness and functionality of this area as a place to live, work, shop and recreate. Implement requirements for new developments to incorporate housing to support land use, environmental and transportation goals for Overlake.

RESPONSE:
The west side of the site provides limited street frontage but convenient access to the transit station across the street. Placing a plaza in this location emphasizes a mix of public and semi public spaces linked along the south edge of the site, stepping up the hill to provide connection to Esterra Park. The redevelopment of the site will support the density and uses desired in the Overlake Village in close proximity to mass transit.

PUBLIC PLAZA & OPEN SPACE



- UC - 20
Size and design plazas and open spaces to meet the needs of those who live, work, and shop in the area. Include among the facilities a place to gather, rest, eat, and engage in active recreational activities that do not require large amounts of space. Provide trees and places for shade and relief.
- OV - 20
Recognize the urban park and open space system in Overlake Village as the neighborhood's highest-priority park and recreation need. Achieve the park and open space system through a strategy of City investment together with encouraging future development to include plazas, artwork, and other recreation opportunities that augment and enhance public park infrastructure.

OV - 74
Seek opportunities to create recreational open spaces where people can walk, rest or view natural features by landscaping places, such as utility easements, right-of-way, and unimproved portions of parks, where appropriate.

RESPONSE:
The connection to Esterra Park in one of the primary design drivers of the site and the linkage of the open space throughout the site leads a user through a sequence of spaces. Each open space is uniquely designed to address the uses and provide a variety of character.

OVERLAKE COMPREHENSIVE PLAN GOALS

SUSTAINABLE CONSTRUCTION



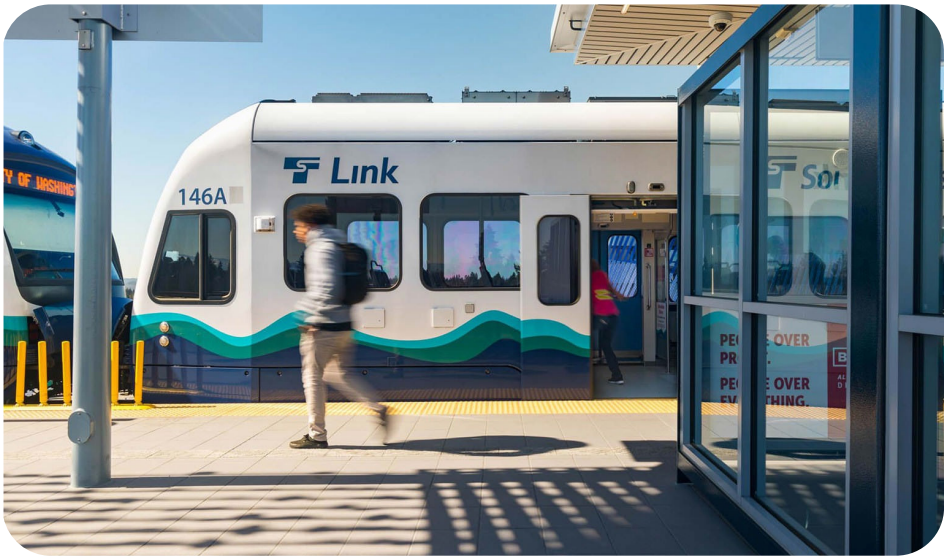
CC-1
Maintain Redmond’s vision for its size and character while balancing its regional role in meeting transportation needs, caring for the environment, and meeting the demands for growth.

NE-12
Encourage environmentally friendly construction practices, such as Leadership in Energy and Environmental Design (LEED), King County Built Green, and low-impact development.

OV - 15
Encourage the use of green building techniques and low-impact development methods, such as green roofs, bioswales and rain gardens.

RESPONSE:
The density and character of the project blends with the newly established Esterra Park neighborhood. The strong commitment to designing environmentally sustainable spaces extends to the material selection, mechanical systems, electrification strategies, drought tolerant landscape selection and green stormwater strategies.

ALTERNATIVE MODES OF TRANSIT



FW - 15
Promote a development pattern and urban design that enable people to readily use alternative modes of transportation, including walking, bicycling, transit and carpools.

LU-8
Design developments to encourage access by modes of travel other than driving alone, such as walking, bicycling and transit, and to provide connections to the non-motorized system.

OV-36
Consider reducing parking requirements for developments near transit stations. Consider eliminating minimum parking standards as regional and local transit service in the neighborhood improves, as light rail is provided to the neighborhood, or as parking demand data indicate it is appropriate.

RESPONSE:
The proximity of the new transit station will promote alternative modes of transportation. The design of the project extends this impact by providing strong pedestrian connection to the station and provides support for bicycling and walking. A parking reduction for the project is requested to reflect the shift from a car based transportation preference to a transit focused approach.

PEDESTRIAN CONNECTION & NEIGHBORHOOD LINKAGE



OV - 27
Increase mobility within Overlake and provide for convenient transit, pedestrian and bicycle routes to and from Overlake.

UC- 18
Develop and maintain a variety of linkages, such as paths and wayfinding elements, among parks, plazas, and open spaces to create an interconnected system of public spaces that are within walking distance of each other.

CC-10
Provide links to public places to encourage their use through such means as:
• Providing safe and convenient pedestrian walkways

RESPONSE:
Pedestrian paths and safe bike lane transitions help increase mobility and safety. The connection to Esterra Park will benefit the users of the site as well as the greater neighborhood by expanding the amenity options and connection to open spaces.



03 SITE PLAN

SITE PLAN

FAR		Unit Count	Parking Count
East Area:	400,000 SF	East Building: 460 Units	East Building: 410 Stalls
West Area:	320,000 SF	West Building: 370 Units	West Building: 340 Stalls
Gross Area:	720,000 SF	Total (Up To): 830 Units	Total: 750 Stalls
Site FAR:	3.95		

Alternative minimum parking demand is 0.62 stalls/unit per TENW study dated 09/26/24



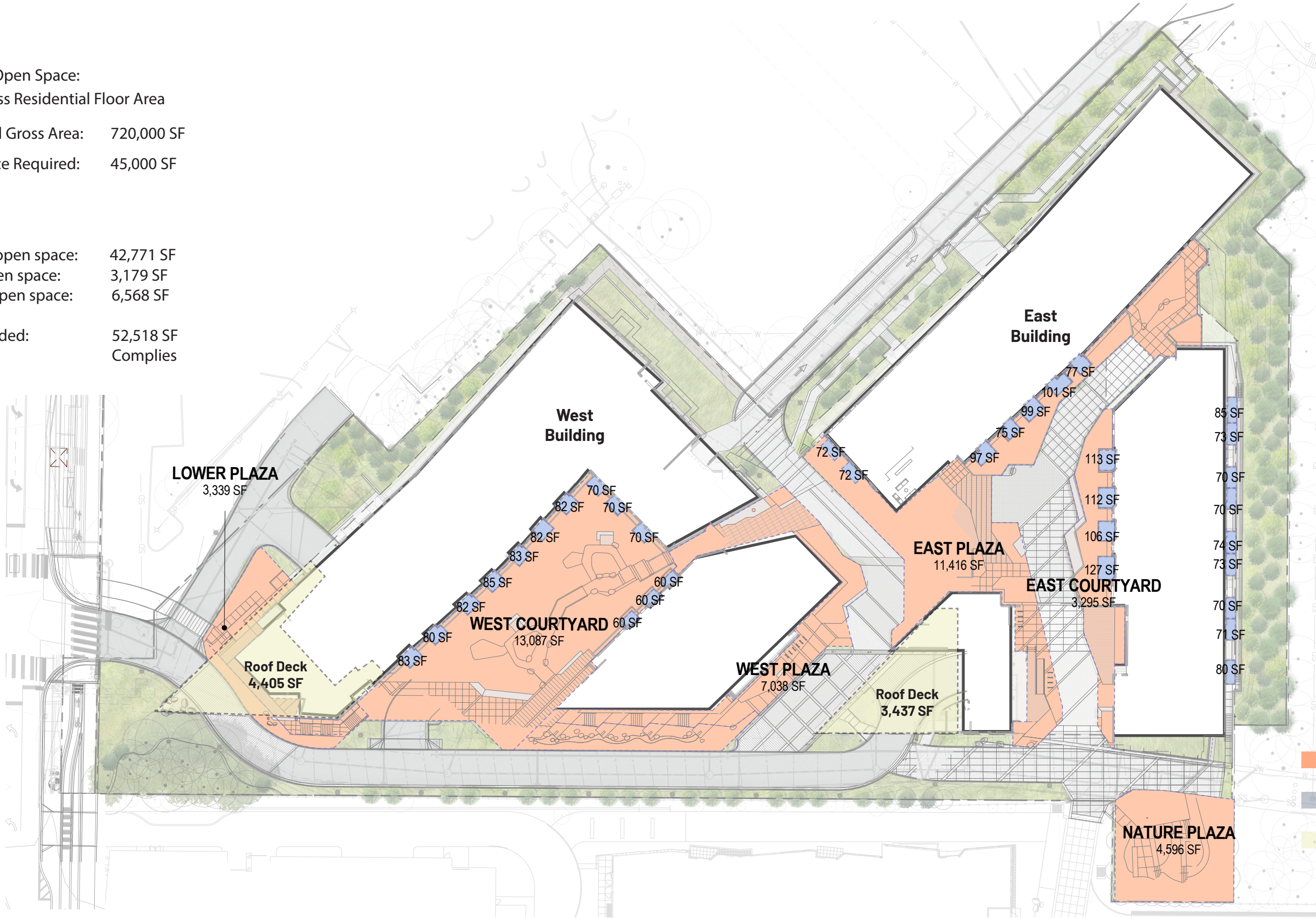
OPEN SPACE PLAN

Required Open Space:
6.25% Gross Residential Floor Area

Residential Gross Area: 720,000 SF
Open Space Required: 45,000 SF

Provided:
Common open space: 42,771 SF
Private open space: 3,179 SF
Roof top open space: 6,568 SF

Total Provided: 52,518 SF
Complies



- Common Open Space
- Private Open Space
- Rooftop Open Space

Scale: 1" = 60'



LANDSCAPE PLAN

- 1

WEST ENTRY PLAZA
 - Under cover of building above
 - Plaza connected at grade to streetscape at 152nd with concrete paving that crosses drive and unifies the pedestrian circulation space
- 2

WEST HILL CLIMB
 - Pedestrian circulation path and stairs follows grade up the slope to the west courtyard, and over garage portal
 - Low landscape creates separation between drive and pedestrian path
- 3

GARAGE ACCESS
- 4

WEST COURTYARD
 - Passive spaces for strolling and seating in a park-like setting
 - Pedestrian pathway through meadow landscape and up to central courtyard space
 - Outdoor spaces connect to primary pedestrian circulation path creating active southern edge for socializing and gathering in larger groups
 - Comfortable furniture at small niches nestled into landscape
- 5

SOUTH HILL CLIMB
 - Continuation of pedestrian circulation up the hill.
 - Pedestrian path is visually connected to adjacent storm water conveyance landscape that flows down the slope
- 6

VEHICLE DROP OFF
 - Drop off plaza for both buildings
 - Accent paving differentiates space from vehicle circulation and fire lane
- 7

CENTRAL PLAZA
 - Pedestrian plaza and fire lane access connects building entry lobbies and provides outdoor seating and pedestrian circulation.
 - Landscape, benches, and site furniture delineate edges of fire access.

- 8

FIRE LANE
 - Fire access lane
- 9

EAST PORTAL
 - Fire access and pedestrian circulation
 - Outdoor, undercover space connected to work and fitness spaces
- 10

EAST COURTYARD
 - Outdoor spaces for socializing and gathering, strolling, and seating
 - Overlook to plaza below
 - Residential patios are separated from common space with landscape and trees for privacy
 - Fire lane access

- 11

EAST PARK SPACE
 - Open space for strolling, gathering, dog walking
 - Benches and pathways tucked into landscape under tree canopy to create a park-like setting
- 12

DRIVEWAY
- 13

TRASH / LOADING



Scale: 1" = 60'

60'



TREE PRESERVATION PLAN

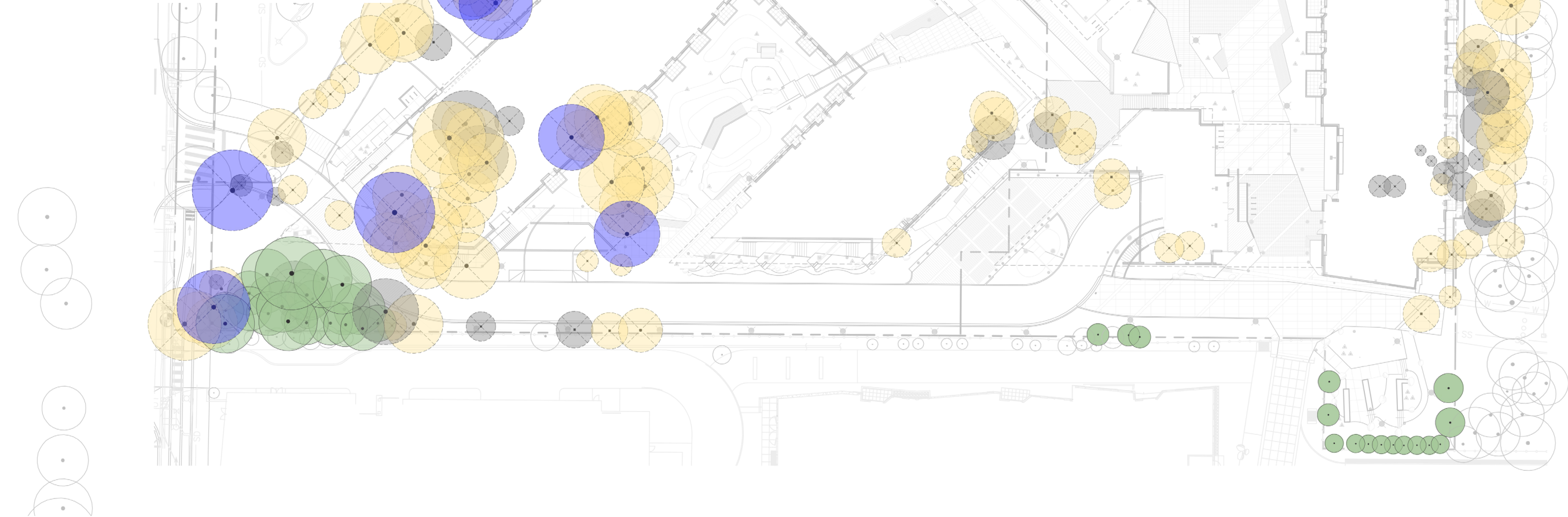
- Landmark Trees to be Removed
- Significant Trees to be Removed
- Other Trees to be Removed
- Significant Trees to Remain
- Off-Site Trees

Summary:

Existing Trees on Site:	226
Required Retention:	35% / 79 trees
Significant Trees to Remain:	38
Landmark Trees on Site:	9
Landmark Retained:	0

Replacement Trees Required:	206 Trees
Significant Trees:	1:1= 179 Trees
Landmark trees:	3:1= 27 Trees

Replacement Trees Provided: 213 Trees



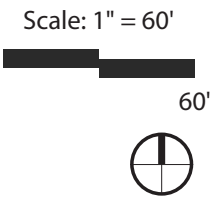
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60'

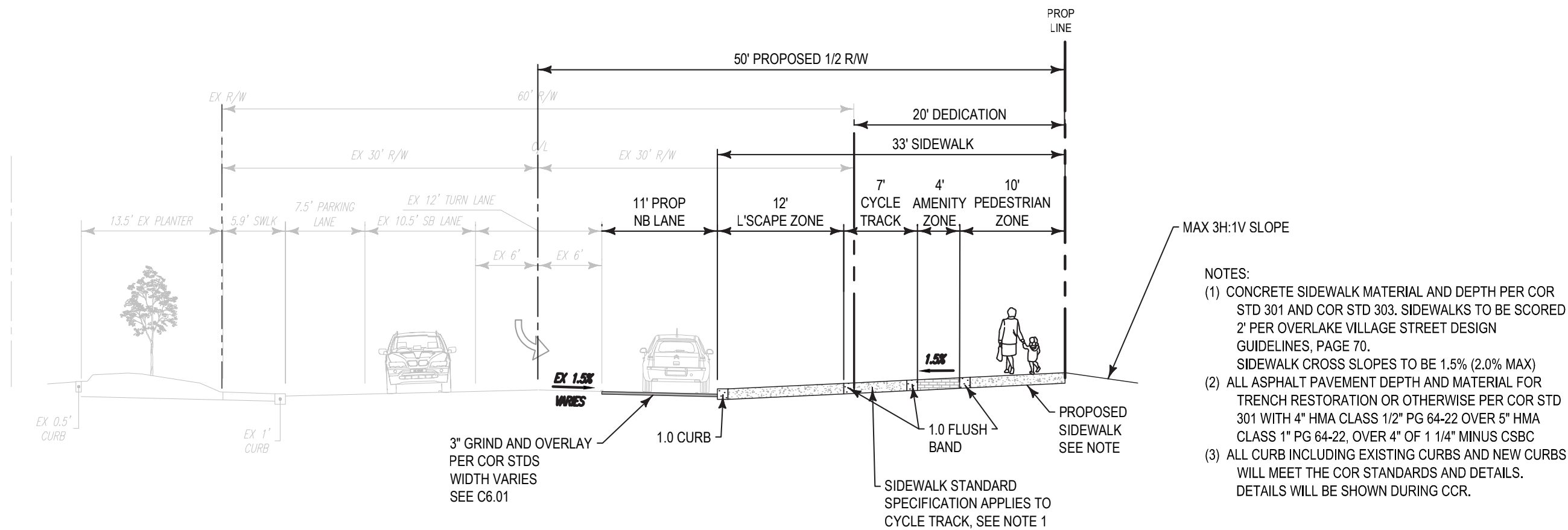


TRANSPORTATION PLAN

- ➡ Garage Ingress Route
- ➡ Garage Egress Route
- Garage Entry Point
- - - Sight Triangle
- ↔ Road Section



STREET SECTION



Section AA: 152nd Ave NE-APPROX STA 50+00

GRADING PLAN



Scale: 1" = 60'

60'



STORM PLAN

- Existing Storm to Remain
- Existing Storm to Remove
- Proposed Storm
- Type I Catch Basin
- Type II Catch Basin

EX 36" CONC
Pipe Size
Pipe Material



Scale: 1" = 60'

60'

SEWER PLAN



WATER PLAN

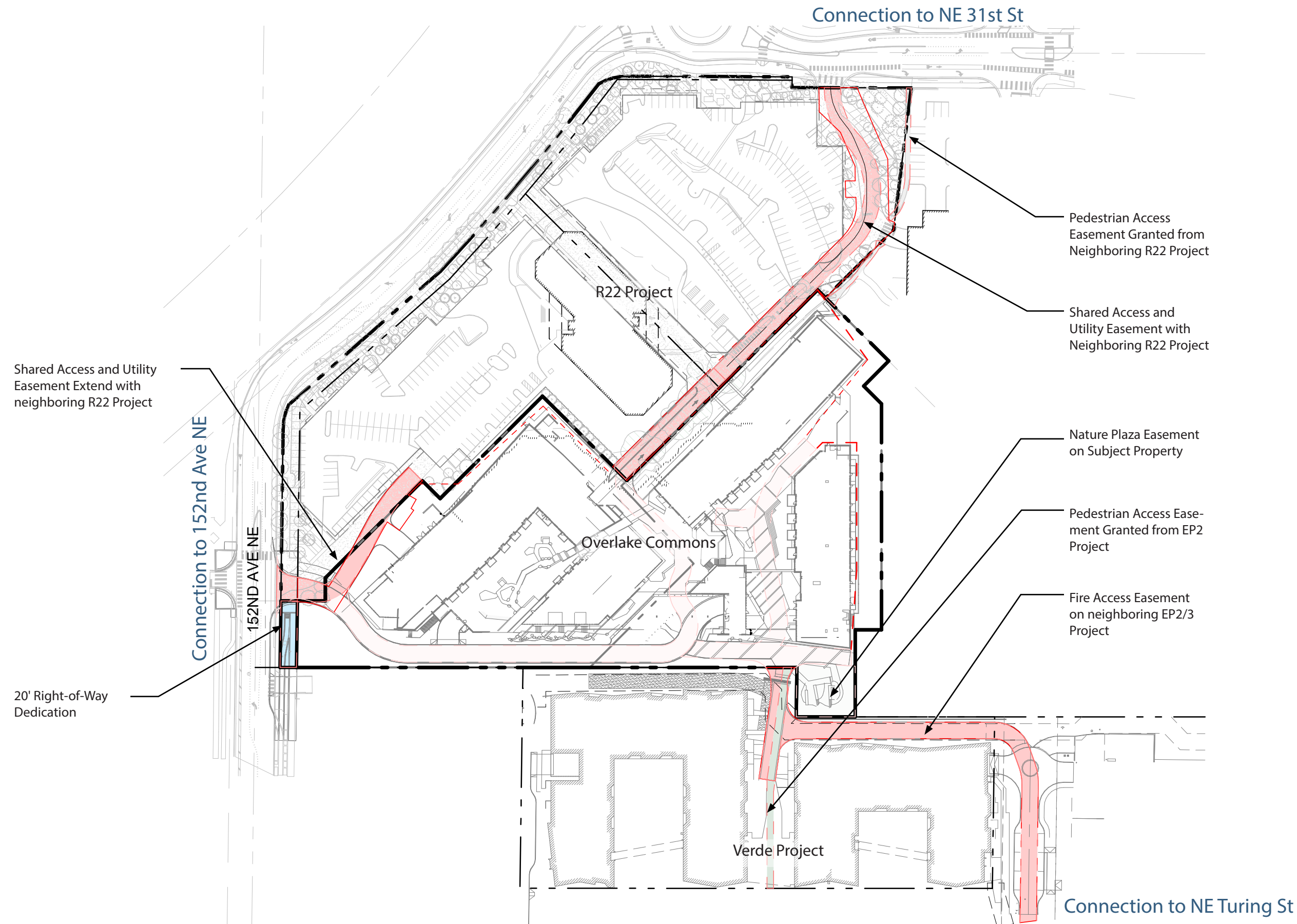


FIRE ACCESS PLAN

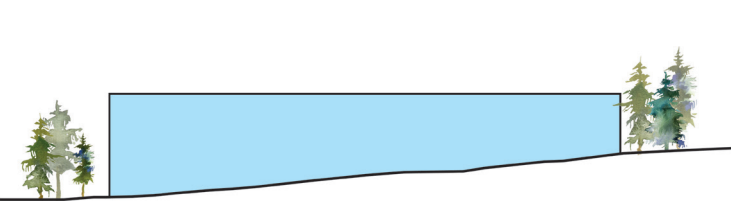
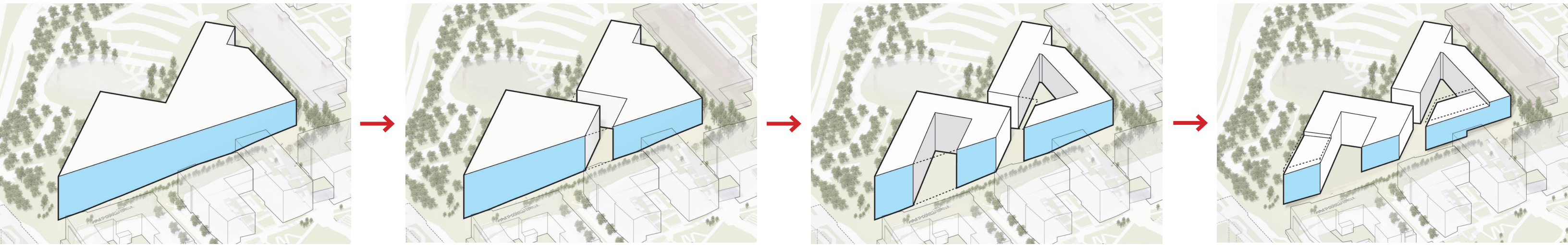
- Proposed Fire Hydrant
- Proposed Post Indicator Valve
- Proposed Fire Department Connection
- Emergency Vehicle Access



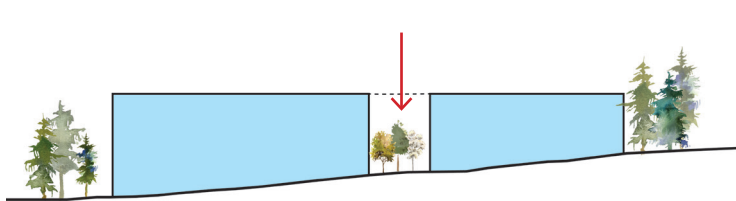
EASEMENT COORDINATION PLAN



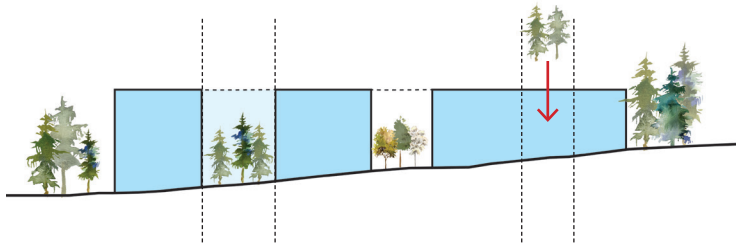
HEIGHT AND BULK STUDY



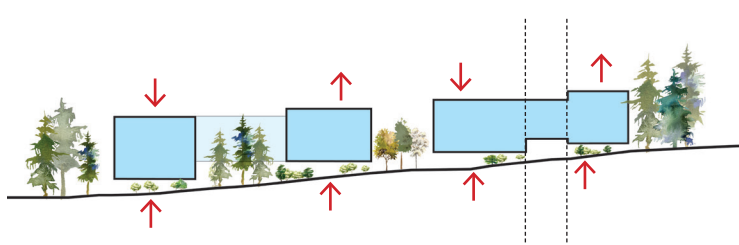
Design Goal 1
Maximize the usable site area.



Design Goal 2
Establish a shared communal space by splitting the development into two buildings (west and east)

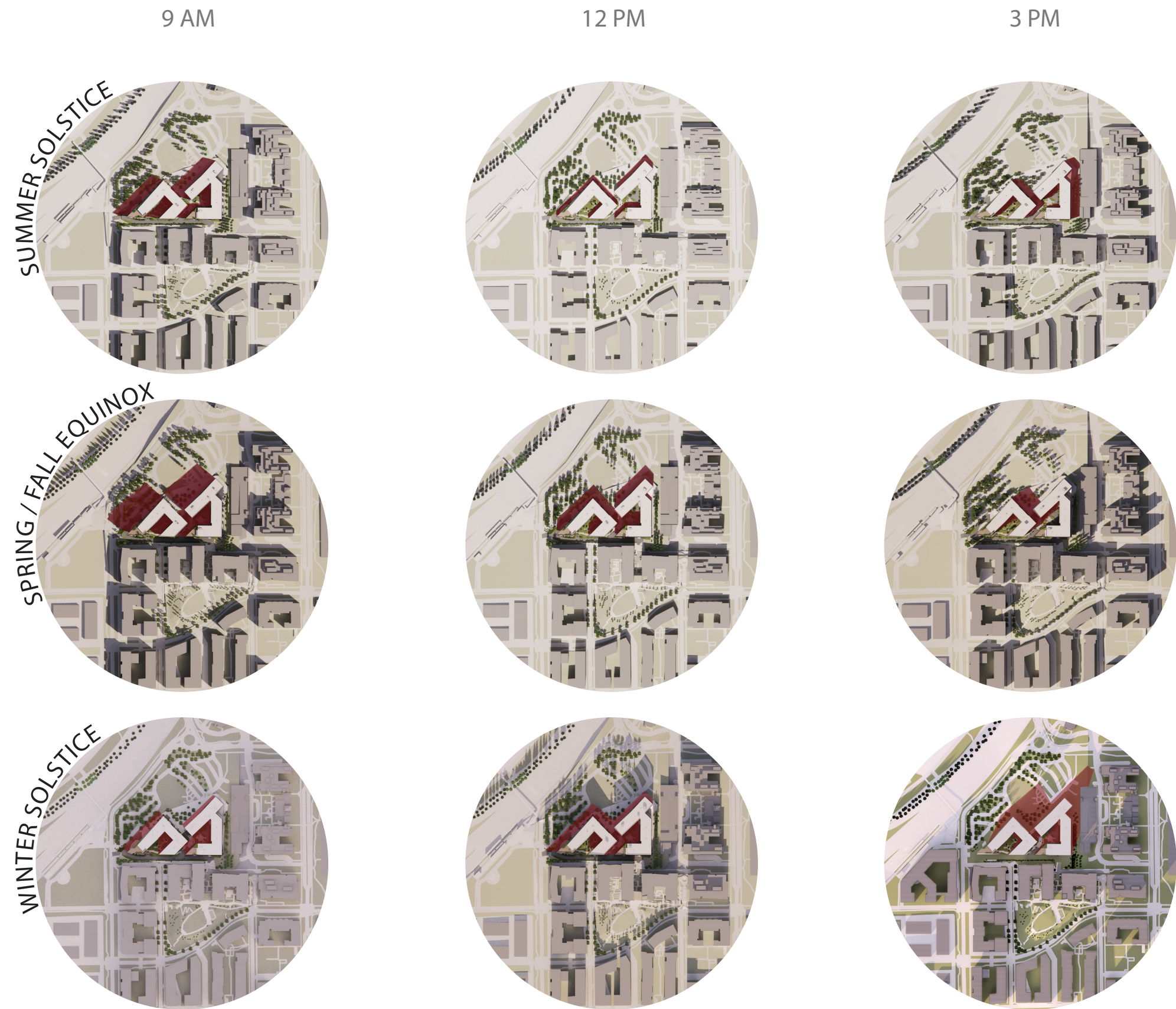


Design Goal 3
Maximize southern solar exposure and views by carving out south facing courtyards

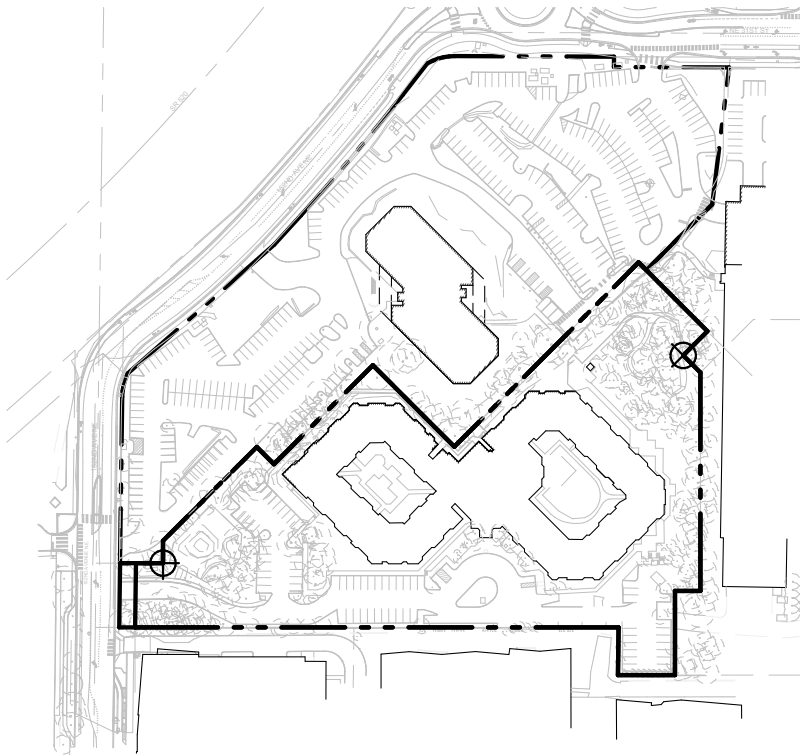


Design Goal 4
Accentuate hill climb and enhance pedestrian realm by lifting ground level massing and reduce scale by lowering & lifting top levels

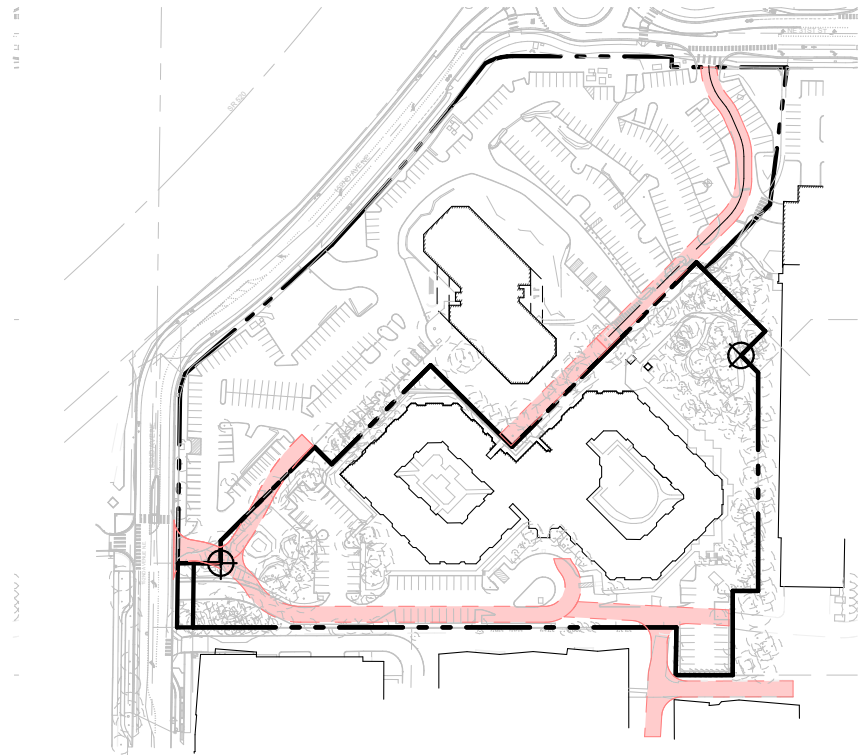
SHADING ANALYSIS



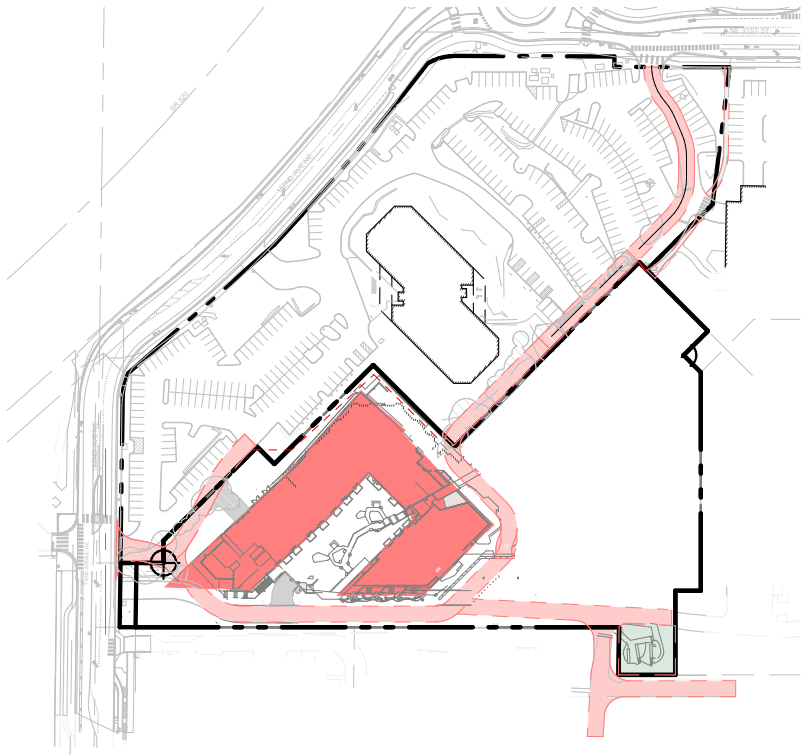
PROJECT COORDINATION AND SEQUENCING



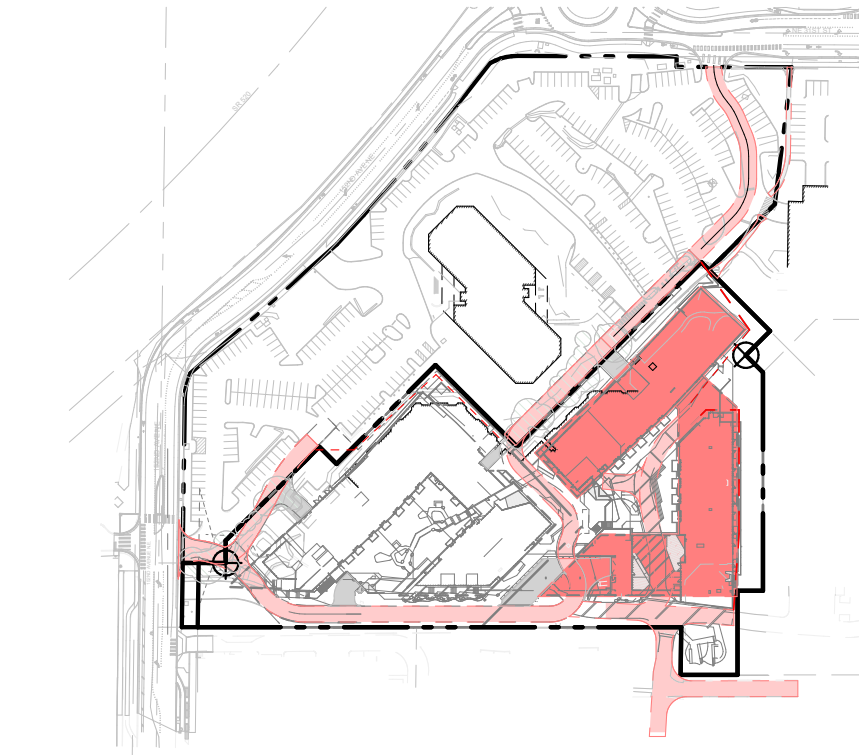
Existing Condtion



Phase 0



Assumed Phase 1



Assumed Phase 2

04 ZONING SUMMARY

ZONING SUMMARY

GENERAL INFO

Address: 2956 152nd Ave NE
Zone: Overlake Zone 1 (OV1)
Residential uses are emphasized as part of mixed-use developments.
Easements: See Site Survey for Easements
Site Area:4.72 acres

21.12.020 OV MASTER PLANNING

Master plans are required for developments encompassing at least three acres (site requirements shall be administered on the area controlled by the approved master plan rather than a site-by-site basis)

TABLE 21.12.040B BASIC DEVELOPMENT STANDARDS

85% max impervious surface; 15% max landscaped area.

21.12.090 OV FLOOR AREA

Base FAR: 2.5
Max FAR: 4.0

21.12.170 OV INCENTIVE PROGRAM (TABLE 21.12.170A)

Item 4: Decarbonization
Maximum stories allowed in the zone for all buildings (residential and commercial) within the project limit,
Additional 1.5 FAR for residential uses, and
Maximum FAR allowed in the zone for commercial uses.

21.20.030.C AFFORDABLE HOUSING

At least 10 % of the units in new housing developments must be affordable housing units.

21.12.120 OVERLAKE RESIDENTIAL USABLE OPEN SPACE

Required: 6.25% gross residential floor area
Includes:
Common Open Space: Courtyards, Decks, Play Areas, Etc. (No Limit)
Average Min Dimension 20', No Dimension Less Than 12'
Private Open Space Balconies, Patios (Up To 50%)
Minimum 50 Sf, No Dimension Less Than 5'
Rooftop Open Space (Up To 50%)
Excludes:
Parking Areas, Driveways, Pedestrian Access
(Except If Open Space Is 18' Or Wider)

21.12.110 OV PARKING STANDARDS

B. Alternative parking standards may be specified in a City-approved Master Plan or site plan when a change is supported by the Overlake Parking Management Plan, a City review of parking in one or more Overlake zones, or a property owner-initiated parking analysis.

21.40.010.D.2 ALTERNATIVE MINIMUM PARKING

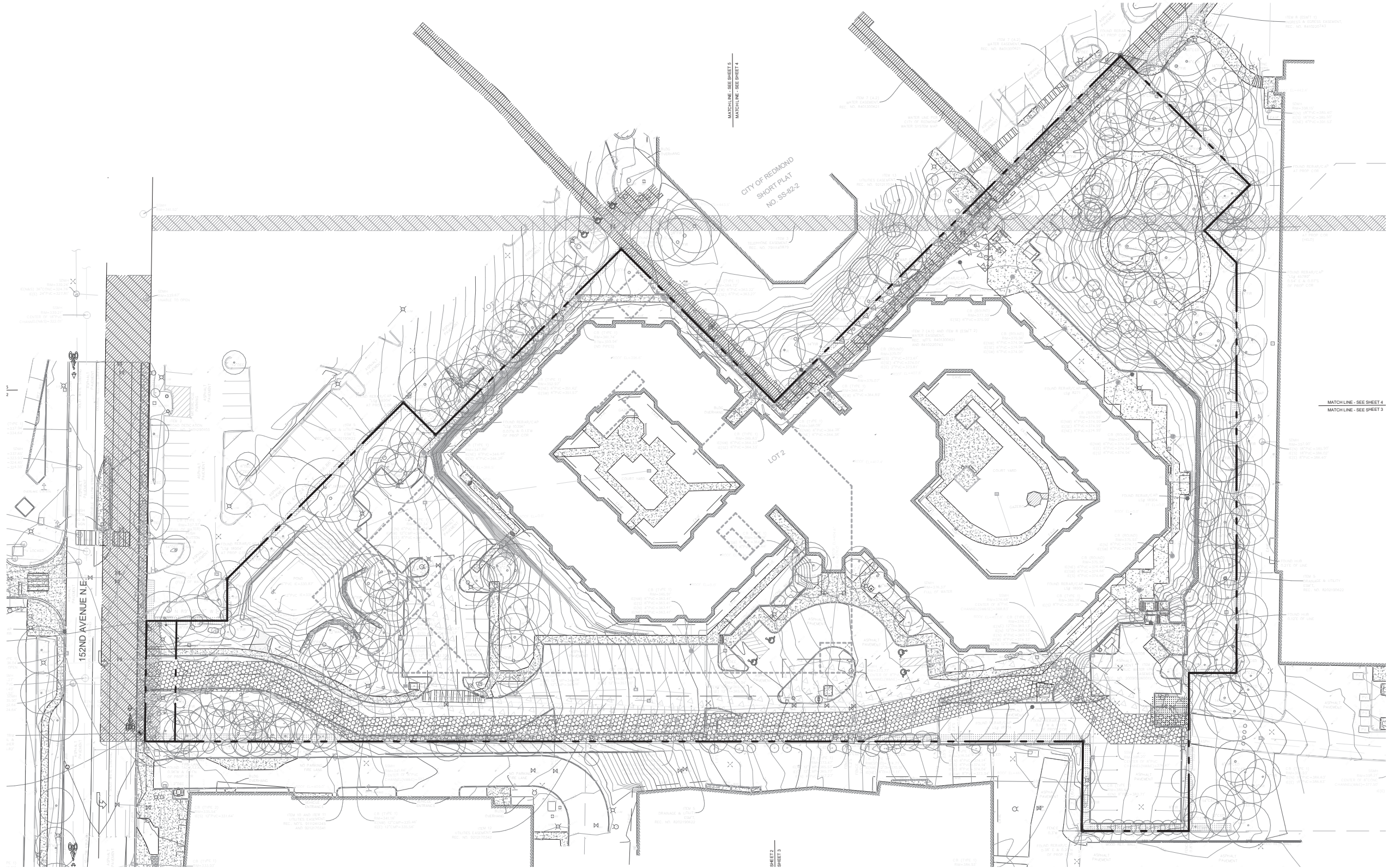
The administrator may approve alternate minimum parking requirements, where applicant demonstrates with a parking study that alternative requirement will provide sufficient parking.

TABLE 21.12.040b PARKING REQUIRED

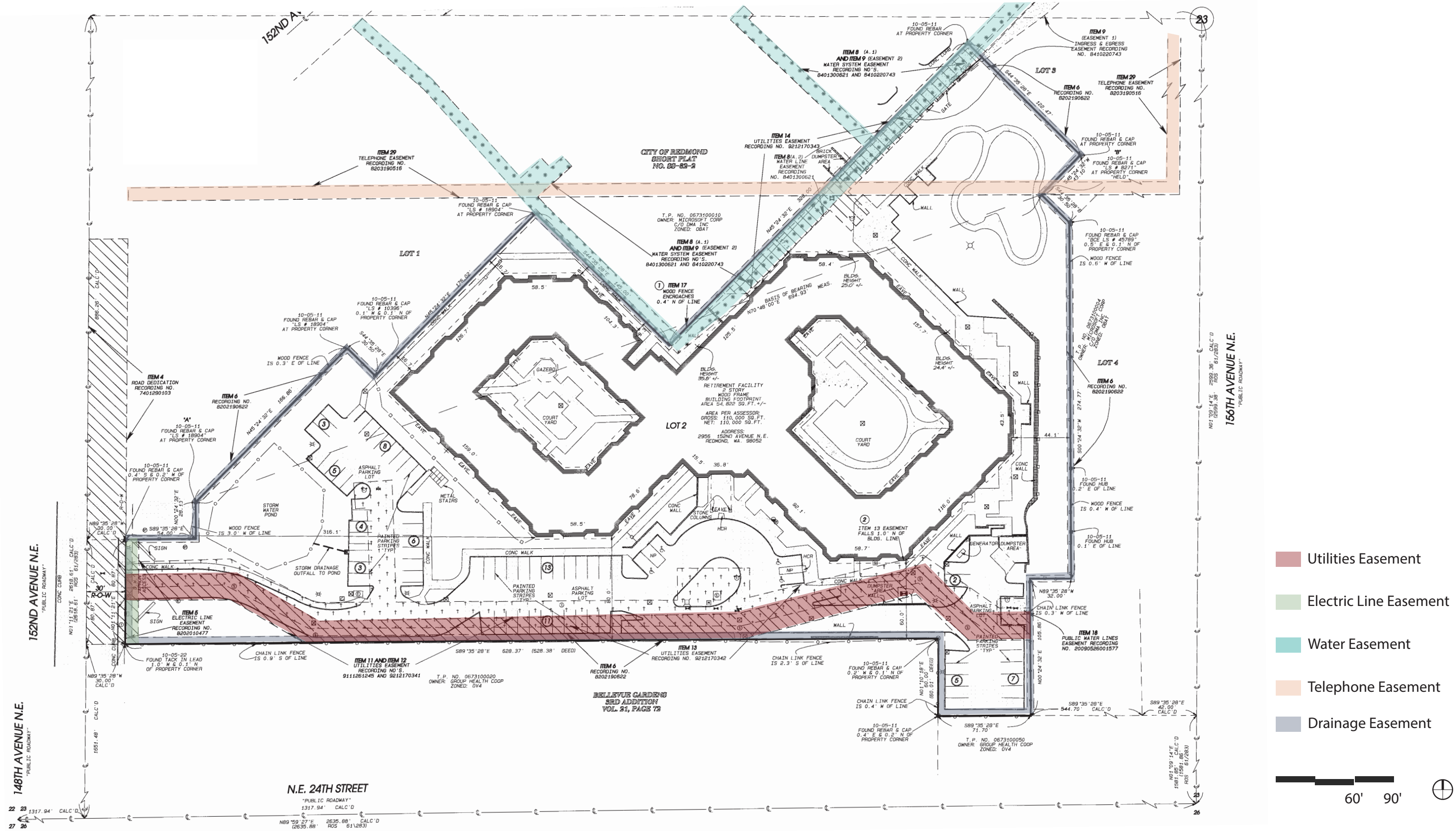
Residential:
Minimum Parking: 1.0 / Unit
Maximum Parking: 2.25 / Unit
Guest Space: 1 Per 4 Units
Non-residential:
Minimum Parking: 2.0/1000 SF GFA
Maximum Parking: 3.0/1000 SF GFA

05 APPENDIX

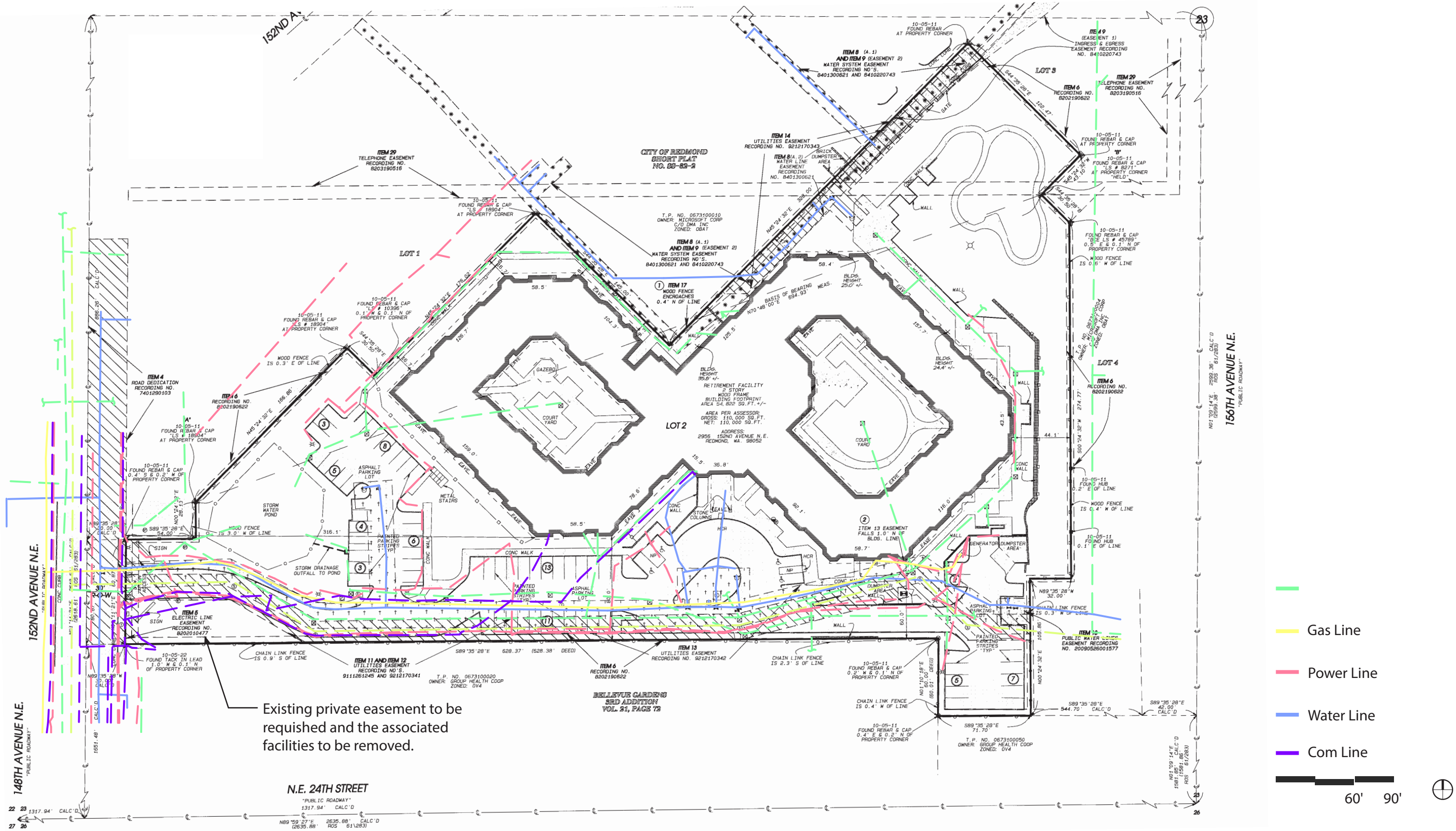
EXISTING SITE TOPOGRAPHY AND PLANTING



EXISTING SITE EASEMENTS



EXISTING SITE UTILITIES



EXISTING SITE CONDITIONS



VIEW 1. Looking south on 152nd Ave NE



VIEW 2. Looking west on Calder Ave NE



VIEW 3. Looking north on Calder Ave NE



VIEW 4. Looking south from Overlake Terrace



VIEW 5. Looking north east on 152nd Ave NE



VIEW 6. South east corner of site



VIEW 7. Overlake Terrace building entry



VIEW 8. North east corner of site



Key Plan

THANK YOU!