

GCB 3302
PROJECT ADMINISTRATION AGREEMENT
BETWEEN THE CITY OF REDMOND AND
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
FOR THE SR520/148TH AVE NE OVERLAKE ACCESS RAMP

This Agreement is entered into between the City of Redmond (City) and the Washington State Department of Transportation (WSDOT); to be referred to collectively as the “Parties,” and individually the “Party” for the purposes set forth below.

RECITALS

- A. The City is a non-charter municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes.
- B. WSDOT is a department of the State of Washington. Pursuant to RCW 47.28.140, WSDOT has authority to enter into agreements with local agencies, including the City.
- C. The SR 520-148th Ave NE Interchange – Overlake Access Ramp Project (Project) was conceived in 2001 via the Joint Bellevue and Redmond North & South Study and the City adopted the Project within its Overlake Neighborhood Plan Update in 2007 and Transportation Master Plan in 2008. See Exhibit A for the Project’s location.
- D. The Parties jointly completed an Interchange Justification Report for the Project on July 29, 2011.
- E. Environmental review of the Project was conducted and a Determination of Non-significance was issued for the Project on June 30, 2015.
- F. The Washington Legislature appropriated funds for the Project as part of the 2015 Connecting Washington package.
- G. The Project realigns the existing eastbound SR 520 ramp to southbound 148th Avenue NE, adds a new eastbound ramp to the Overlake Village subarea and constructs portions of Lumiere Avenue NE, NE Shen Street and NE Hopper Street within the subarea to improve safety, mobility and access.
- H. The City and WSDOT executed a Term Sheet on October 17, 2019 (Exhibit B) to document and confirm a common understanding of general terms and conditions to advance the implementation of the Project.
- I. WSDOT has determined that the Project will be completed using the design-bid-build project delivery method.

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, covenants, conditions, and performances contained herein, and the attached Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

1.1. Purpose. The purpose of this Agreement is to establish roles and responsibilities regarding the Project and a process for WSDOT to pay the City for the costs of providing design review, permitting, inspection, and public right-of-way review and approval services that will be required for the construction of facilities within the City's permitting jurisdiction.

2. Designated Representatives

2.1. The City and WSDOT have designated formal points of contact and coordination for this Agreement who shall be responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. Each Party's Designated Representative is identified in Exhibit C. A Party may change its designated representative by written notice to the other Party during the term of this Agreement.

2.2. Designated Representative Authority and Responsibilities

2.2.1. Designated Representatives will be authorized by their respective organizations to coordinate and review Project work. Designated Representatives will assemble, coordinate and manage the respective organization's Project teams to achieve key Project milestones.

2.2.2. Designated Representatives are responsible for serving as their respective organization's primary point of contact, attending regular Project meetings between the Parties and/or their respective consultants, responding to requests for information from the other Party and resolving issues that may arise as it relates to the Project.

2.2.3. Designated Representatives are also responsible for administration of interagency agreements and the development and documentation of letters of concurrence between the Parties.

3. Cooperation and Good Faith Efforts

- 3.1. The Parties will incorporate the following principles of cooperation in the execution of this Agreement and the Project:
 - 3.1.1. Support an open and transparent decision-making process.
 - 3.1.2. Recognize the constraints and obligations of each Party's regulatory framework.
 - 3.1.3. Provide for a proactive and collaborative working relationship to increase Project benefits and understand each other's goals and strive to support those goals wherever practicable.
- 3.2. The Parties understand and agree that completing the activities described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 3.3. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of future documents, instruments, and permits necessary to complete the Project, and to execute and deliver the same promptly.
- 3.4. The Parties agree to be transparent in their respective decision-making processes and agree to avoid postponing difficult decisions until a critical deadline. The Parties will maintain a list of unresolved topics and discuss upcoming decisions by either Party that may affect Project scope, schedule, or budget and will strive to reach concurrence before decisions are made. The Parties will use letters of concurrence to document and track specific Project details, decisions, and issue resolution.

4. Financial Compensation for City Services

- 4.1. WSDOT will pay the City for actual direct and indirect costs related to the Project, including project management, design review and permitting, construction support, and real property services. The City will consider such payment to be in lieu of permit fees shown in Exhibit D. WSDOT will not pay the City for legal and administrative costs associated with the development of this agreement or any services or costs that are not part of the Project scope.
- 4.2. The estimated cost for City services related to this Project, and covered permit fees, are shown in Exhibit D.
- 4.3. The anticipated permits required to construct the Project are shown in Exhibit E.
- 4.4. If the Parties conclude that the City's eligible costs will exceed the estimate provided in Section 4.2, then the Parties shall negotiate an Amendment to this Agreement.

5. Invoicing

- 5.1. The City shall submit quarterly invoices for the charges that are incurred until the Project is completed. The invoices shall include a cover memo including a description of services provided by the City during the payment period and detailing the work completed with associated costs.
- 5.2. The City shall submit its invoices with the required documentation via email or mail to AccountsPayable@wsdot.wa.gov, or WSDOT, ATTN: Accounts Payable, Northwest Region, PO Box 330310, Seattle, WA 98133-9710.
- 5.3. If the City does not receive payment from WSDOT, for those items WSDOT agreed to reimburse the City for as called out in this Agreement, within thirty (30) days of receipt of invoice, the City may suspend performance of all or any part of the associated work after giving WSDOT thirty (30) days' notice of the City's intent to do so. Such suspension will remain in effect until payment is made in full, at which time the suspension will be lifted.

6. Audits

- 6.1. The Parties shall maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement to ensure proper accounting for all monies paid to the City by WSDOT. These records will be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to chapter 40.14 RCW and agreed to by the City and WSDOT.

7. Termination

- 7.1. Either Party may terminate this Agreement for cause in the event that: 1) the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement, and 2) the dispute resolution process described in Section 8 has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause shall provide the other Party with notice of its intent to terminate and shall give the other Party an opportunity to correct the failure to perform or breach within thirty (30) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved party by giving ninety (90) days' notice to the other Party.
- 7.2. This Agreement will also terminate with the mutual consent of both parties with notice given as determined in section 13.

7.3. Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.

8. Dispute Resolution

8.1. The Parties agree to work cooperatively and in good faith to resolve issues. Neither party shall take or join any action in any judicial or administrative forum to challenge actions of the other party associated with this Agreement or the Project, except as set forth herein.

8.2. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between WSDOT and the City will be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.

8.3. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement or Project using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

8.3.1. Level One - WSDOT's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) working days after referral of that dispute to Level One, either party may refer the dispute to Level Two.

8.3.2. Level Two - WSDOT's Connecting Washington Manager, and the City's Public Works Director or Planning Director, depending on the dispute, shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) working days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.

8.3.3. Level Three - WSDOT's Assistant Regional Manager or designee and the City's Mayor or designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

8.4. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen days after referral of that dispute to Level Three, the Parties may file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither party has an obligation to agree to refer the dispute

to mediation nor other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

9. Duration of Agreement

9.1. This Agreement will take effect upon the last date of signature by the Parties as set forth below. This Agreement will remain in effect until the Project is completed and open to the public, unless this Agreement is extended by mutual agreement of the Parties, superseded by a future agreement, or suspended or terminated pursuant to Section 7.

10. Warranties

10.1. By execution of this Agreement, the City warrants:

10.1.1. That the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation or agreement; and

10.1.2. That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement.

10.2. By execution of this Agreement, WSDOT warrants:

10.2.1. That WSDOT has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement WSDOT is not in violation of any law, regulation or agreement; and

10.2.2. That the execution, delivery and performance of this Agreement by WSDOT has been duly authorized by all requisite corporate action, that the signatories for WSDOT hereto are authorized to sign this Agreement.

11. Administration of Agreement

11.1. This Agreement will be jointly administered by WSDOT's Designated Representative and the City's Designated Representative.

11.2. Each Party will bear its own costs of administering this Agreement.

12. Assignment and Beneficiaries

12.1. Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party. There are no third-party beneficiaries to this Agreement.

13. Notices

13.1. Unless otherwise provided herein, all notices and communications concerning this Agreement will be in writing and addressed to the Designated Representative.

13.2. Unless otherwise provided herein, all notices will be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative as listed herein; however, notice under Section 7, Termination, must be delivered in person or by certified mail, return receipt requested.

14. General Provisions

14.1. The Parties shall not unreasonably withhold requests for information, approvals, or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and WSDOT agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

14.2. This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington. Each Party consents to the personal jurisdiction and venue of the state courts in Thurston County, Washington and federal courts in King County, Washington, and waives any objection that such courts are in inconvenient forum.

14.3. Time is of the essence in every provision in this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" will mean calendar days unless otherwise noted. Any reference to "working days" will exclude any City holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period will be extended automatically to the next business day.

14.4. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party will be deemed, or represent themselves to be, employees of any other party.

14.5. Neither Party shall be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, nor will such failure to enforce not constitute a waiver of rights or acquiescence in the other Party's conduct.

14.6. Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any

other recovery or award provided by law; however, nothing in this paragraph will be construed to limit the Parties' rights to indemnification.

14.7. This Agreement may be amended only by a written instrument executed by each of the Parties hereto. The Designated Representatives may by mutual agreement amend the Exhibits and such amendments will be binding upon the parties without the need for further approval as long as the amendments are generally consistent with this Agreement.

14.8. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all counterparts together will constitute but one and the same instrument.

15. Severability

15.1. In case any term of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will in any way be affected thereby.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

WSDOT

By: Amir Rasaie
Amir Rasaie, Northwest
Assistant Regional Administrator

Date: 1/30/2020

THE CITY OF REDMOND

By: Angela Birney
Angela Birney, Mayor

Date: 2/4/2020

Authorized by City Council
Motion on January 21, 2020

- Exhibit A: Design Configuration (Map)
- Exhibit B: Term Sheet
- Exhibit C: Designated Representatives
- Exhibit D: Estimated Cost for City Services and Covered Permit Fees
- Exhibit E: Permitting Framework

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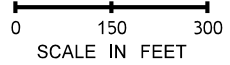
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- RAMP AND LOCAL STREET RECONSTRUCTION
- LOCAL STREET CONNECTION - NO ROADWAY RECONSTRUCTION
- SOUND TRANSIT AERIAL GUIDEWAY (SEPARATE PROJECT)

- STREET NAMES:**
- 1 - NE SHEN ST
 - 2 - LUMIERE AVE
 - 3 - NE HOPPER ST
 - 4 - 151ST AVE NE
 - 5 - PLAZA ST




Washington State
Department of Transportation



**SR 520
148TH AVE NE INTERCHANGE
OVERLAKE ACCESS RAMP**

TERM SHEET
BETWEEN THE CITY OF REDMOND AND
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
FOR THE
SR 520-148TH AVE NE INTERCHANGE – OVERLAKE ACCESS RAMP PROJECT

1. Purpose

- 1.1. The Purpose of this Term Sheet is to state the intent of the City of Redmond (“City”) and the Washington State Department of Transportation (WSDOT), collectively the “Parties”, and individually the “Party”, regarding the SR 520-148th Ave NE Interchange – Overlake Access Ramp Project (the “Project”). This Term Sheet describes the current common understanding of the roles and responsibilities related to the Project and the strategy the Parties intend to undertake to develop future agreements and complete the Project.
- 1.2. The Parties acknowledge that this Term Sheet is not a complete statement of the terms and conditions that will apply to the Project. If the Parties determine it is in their best interests to enter into future agreements related to the subject matter of this Term Sheet, the terms of those agreements will govern. Additional topics not addressed in this Term Sheet may be identified and included in those agreements.
- 1.3. The Parties have identified the following individuals as Designated Representatives who will be responsible for communication and coordination between the Parties and who will act as the point of contact for each Party.

<u>WSDOT</u>	<u>City</u>
Sharif Salamjohn, Project Manager WSDOT Northwest Region Connecting Washington Project Office PO Box 330310 Seattle, WA 98133-9710 206-440-4575 SalamjS@wsdot.wa.gov	Jeff Churchill, Transportation Strategic Advisor City of Redmond PO Box 97010, MS 4SPL Redmond, WA 98073-9710 425-556-2492 jchurchill@redmond.gov

2. Project Description

- 2.1. The Project realigns the existing eastbound SR 520 ramp to southbound 148th Avenue NE, adds a new eastbound ramp to the Overlake Village subarea and constructs

portions of Lumiere Avenue NE, NE Shen Street and NE Hopper Street within the subarea to improve safety, mobility and access. Exhibit A represents a high-level overview of the Project Area.

- 2.2. The Project was approved by the Washington State Legislature in 2015 at a total cost of \$69.1 million using Connecting Washington funds. In June of 2019, WSDOT determined that the Project will be completed using a design-bid-build process.
- 2.3. The Project was conceived in 2001 via the Joint Bellevue and Redmond North & South Study. The City adopted the project within its Overlake Neighborhood Plan Update in 2007 and Transportation Master Plan in 2008. The Parties jointly completed the Interchange Justification Report in 2011. Environmental review of the Project was conducted and a Determination of Nonsignificance was issued for the Project in 2015.
- 2.4. The Parties agree that any changes to the Project, such as enhancements, will be developed through the processes identified in this Term Sheet.
- 2.5. The Parties further agree to work together and with other appropriate parties to identify and resolve Project issues identified in Exhibit B in a timely manner to support the Project. The Designated Representatives may update or replace Exhibit B by mutual agreement.

3. Future Agreements

- 3.1. The Parties recognize that agreements will be subject to approval by the City Council and WSDOT and must comply with applicable state and federal guidelines.
- 3.2. Project Administration Agreement (PAA). Upon execution of this Term Sheet, the Parties agree to develop and execute a Project Administration Agreement (PAA) that includes the following:
 - Commits the Parties to work in good faith to deliver the Project within scope, schedule and budget while striving to support Parties' goals wherever practicable;
 - Commits WSDOT to provide regular Project updates, including scope, schedule, and budget information;
 - A process for documenting and tracking specific Project details and decisions through letters of concurrence, including strategies for implementing decisions once they are made;
 - A process for the City to commit to provide timely response for design submittal review and the timely processing of any required permits;
 - A process for WSDOT to reimburse the City for eligible Project related tasks; and
 - Other topics as determined by the Parties.

- 3.3. Local Agency Participating Agreement – Work by WSDOT (WSDOT Form 224-065). The Parties agree to develop and execute a Local Agency Participating Agreement for the City to cover the cost of work for any betterments requested by the City as part of the Project. The development of this agreement will begin upon execution of this Term Sheet.
- 3.4. Turnback Agreement (WSDOT Form 224-240). The Parties agree to develop and execute a Turnback Agreement designating the transfer of roadway facilities to the City upon completion of the Project.
- 3.5. Operations & Maintenance Agreement. The Parties agree to develop and execute an Operations & Maintenance Agreement designating the operations and maintenance of facilities within the Project.
- 3.6. Other Agreements. Other agreements including, but not limited to, funding or other implementation agreements, as determined by the Parties.
4. **Work Program, Schedule, and Milestones**
- 4.1. The Parties have identified the initial issues shown in Exhibit B as topics needing resolution along with the targeted completion date.
- 4.2. The following Project milestones are estimated and subject to change.

Project Milestone	Date
Kickoff for writing of Design-Build Request for Proposals	Jan 2019
WSDOT decision to change the delivery method from Design-Build to Design-Bid-Build	Jun 2019
Issue 60% design documents	Dec 2019
Advertise construction Request for Qualification	Oct 2020
Start of construction	Feb 2021
Open for Service	4th Qtr. 2022

Exhibit B
 GCB 3302
 Page 3 of 6

WASHINGTON STATE DEPT. OF
TRANSPORTATION

CITY OF REDMOND

By: Amir Rasaie
Amir Rasaie, WSDOT Assistant Regional
Administrator

By: Maxine Whattam
Maxine Whattam, City of Redmond Chief
Operating Officer

Date: 10/17/19

Date: 10/11/19

Exhibits

A: Project Area Overview

B: Issues Matrix

Exhibit B
GCB 3302
Page 4 of 6

Exhibit A: Project Area Overview

Project extents, depicted in orange, include the relocation of the existing eastbound off-ramp from SR 520 to 148th Avenue NE, the addition of a new eastbound ramp that crosses under 148th Avenue NE and connects via roundabout to Lumiere Avenue NE and NE Hopper Street and the partial buildouts of Lumiere Avenue NE, NE Shen Street and NE Hopper Street.

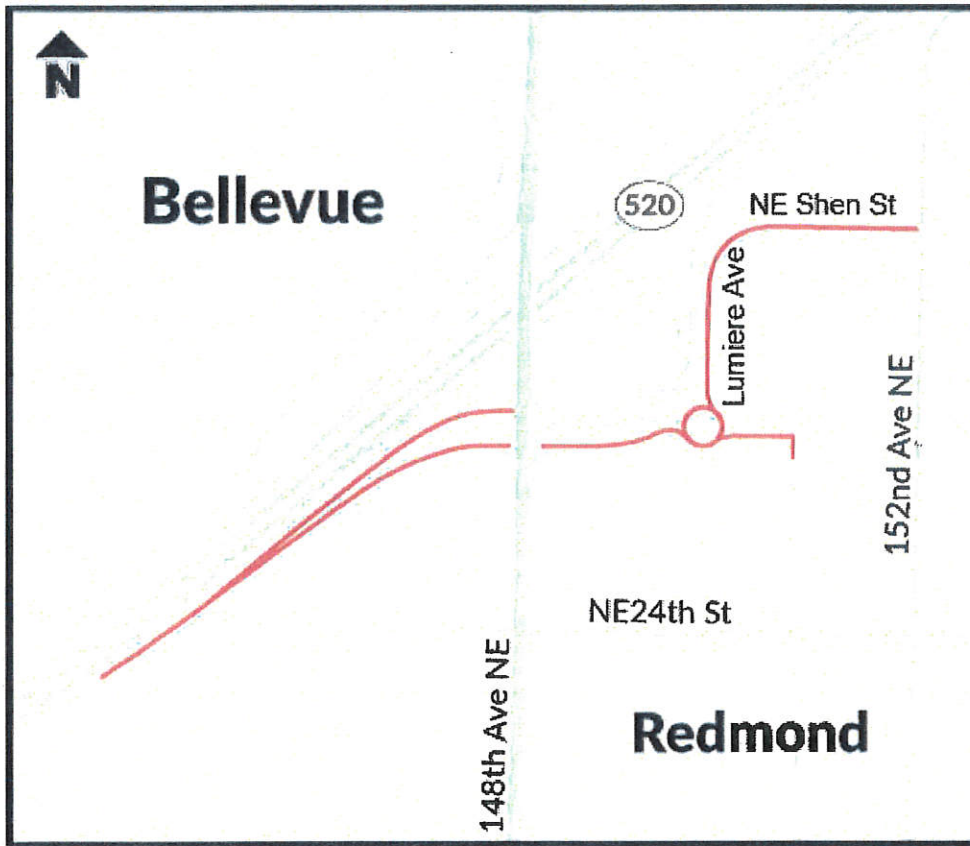


Exhibit B
GCB 3302
Page 5 of 6

Exhibit B: Issues Matrix

Item #	Description	Deliverable	Status	Action Notes	Last Updated
1	Develop project administration agreement and resolve issue regarding payments for work performed prior to the execution of the agreement	PAA	Open	- To cover City project management, design review, permitting and inspection costs from January 2019 - WSDOT states that retroactive payments are not allowed, but otherwise does not disagree with costs post-effective date of agreement	8/2/19
2	Determine scope, cost and funding of Plaza Street Connection from NE Shen St to match Plaza Street construction limit of Sound Transit Overlake Village Project	LAPA	Open	- City provided conceptual plan, preliminary cost estimate and ST design - WSDOT agrees to incorporate into RFP, as long as City/ST find funding for it - WSDOT to prepare cost estimate based on 30% design	8/2/19
3	Resolve funding issue for inclusion of temporary sidewalk along local streets	LAPA	Open	- City provided comment to include temporary sidewalk along one side of local streets as part of project without impacting ROW acquisition plans by removing shoulders - WSDOT consultant verified feasibility with no impact to ROW acquisition plans - WSDOT consultant prepared a cost estimate of \$150K - WSDOT agrees to incorporate in design, but does not agree that it is part of the project scope - WSDOT states that this is a betterment that the City should fund	8/2/19
4	Define and resolve utility upgrades	LAPA	Open	- City of Bellevue and City of Redmond to coordinate with WSDOT on upgrade of 148th water main - City utilities staff notified of need to define the scope, budget and find the funding for utility upgrades within project	8/2/19
5	Resolve turnback lines and breaks in limited access on ROW plans	ROW Plan	Closed	- 8/8/2017 WSDOT HQ office (LeRoy Patterson approval) adjusts limited access and turnback limits to meet City future plans for cross streets - 5/7/2019 WSDOT provides revised ROW plans for review that reverts limited access/turnback limits that interfere with City future plans - 6/3/2019 City provides comments noting 2017 WSDOT HQ decision and requests return to agreed-upon limits and addition of note for future break in access for south leg of main roundabout - 6/4/2019 WSDOT states that they must comply with WAC/Design Manual > Issue escalated to Don - 9/19/2019 City accepts turnback and limited access lines on ROW plans approved 9/6/2019. Parties acknowledge that future local street extensions (Lumiere (15100 block) and Turing (2700 block)) may require adjustments to turnback and limited access lines to accommodate intersection improvements.	9/19/19
6	Resolve future break in access for south leg of main roundabout	ROW Plan	Open	- 8/8/2017 WSDOT HQ office (LeRoy Patterson approval) adjusts limited access and turnback limits to meet City future plans for cross streets - 5/7/2019 WSDOT provides revised ROW plans for review that reverts limited access/turnback limits that interfere with City future plans - 6/3/2019 City provides comments noting 2017 WSDOT HQ decision and requests return to agreed-upon limits and addition of note for future break in access for south leg of main roundabout - 6/4/2019 WSDOT states that they must comply with WAC/Design Manual > Issue escalated to Don - City comment requesting note on ROW plans for potential future break in access is unchanged	9/19/19

Exhibit B
GCB 3302
Page 6 of 6

EXHIBIT C

GCB 3302

DESIGNATED REPRESENTATIVES

City of Redmond

Jeff Churchill
Transportation Strategic Advisor
City of Redmond
PO Box 97010
MS 4SPL
15670 NE 85th Street
Redmond, WA 98073-9710
425-556-2492
jchurchill@redmond.gov

WSDOT

Sharif Salamjohn
Project Manager, Overlake Access Ramp
WSDOT Northwest Region
Connecting Washington Project Office
PO Box 330310
MS NB82-143
Seattle, WA 98133-9710
206-440-4575
SalamjS@wsdot.wa.gov

EXHIBIT D GCB 3302

ESTIMATED COST FOR CITY SERVICES AND COVERED PERMIT FEES

Activity	Estimated Direct and Indirect Costs
Project Management	\$93,585
Design Review and Permitting	\$49,209
Construction Inspection and Support	\$36,573
Real Property Transactions	\$3,999
Contingency	\$18,337
Total	\$201,703

City of Redmond Covered Permit Fees

ID	Permits	Covered by PAA	Notes
1	3% Technology Fee	✓	
2	Building Permit Issuance Fees	✓	
3	Administrative Modification	✓	
4	Civil Inspection Fees	✓	Includes Clear & Grade, Stormwater, Water & Sewer and Transportation inspection
5	Civil Plan Review Fees	✓	Includes Clear & Grade, Stormwater, Water & Sewer and Transportation engineering review
6	Construction Noise Variance or Exemption	✓	
7	Electrical Permits	✓	
8	Right-Of-Way Use Permits	✓	
9	Fees the City would ordinarily collect for the State Building Code Council on any permits	✓	
10	Fire Impact Fees	N/A, no fees due	
11	Fire Installation Permits	✓	None anticipated based on preliminary design
12	Fixed Fire Suppression Fees	✓	None anticipated based on preliminary design
13	Hydrant Use Permit	Not covered	These fees, if any, will be WSDOT's responsibility
14	Mechanical Permits	✓	None anticipated based on preliminary design
15	Park Impact Fees	N/A, no fees due	
16	Payments Due Under Latecomer or Reimbursement Agreements	Not covered	These fees, if any, will be WSDOT's responsibility
17	Plan Review Fees Associated with Building Permit Applications	✓	
18	Plumbing Permits	✓	None anticipated based on preliminary design.

City of Redmond Covered Permit Fees

ID	Permits	Covered by PAA	Notes
19	Peer Review	✓	
20	School Impact Fees	N/A, no fees due	
21	State Environmental Policy Act Review Fees	✓	WSDOT is SEPA lead agency
22	Special Inspection	N/A, no fees due	WSDOT is responsible for special inspections
23	Stormwater Capital Facility Charges	Not covered	These fees will be WSDOT's responsibility
24	Tenant Improvement Permits	✓	None anticipated based on preliminary design.
25	Transportation Impact Fees	N/A, no fees due	
26	Tree Removal Permits	✓	
27	Water & Sewer System Meter and Connection Charges	Not covered	These fees will be WSDOT's responsibility
28	Other land use permits not listed above	✓	

Note: WSDOT, WSDOT's contractor, or any associated subcontractor shall note GCB 3302 on all permit application submittals that are covered by this Agreement.

Exhibit E GCB 3302 Permitting Framework

City of Redmond

Purpose. As provided in this Agreement, this Permitting Framework documents the permitting strategy for the Project that satisfies the City’s permitting requirements while supporting the Project schedule.

A permitting flow chart (Attachment A) is provided for a general overview of the process. A map (Attachment B) showing the permits anticipated to be needed for the Project is also provided for reference.

Section 1 – Applicable Codes

The City enforces the codes detailed in Table 1. WSDOT shall design the Project elements requiring City permits using the applicable codes and shall note the code basis of design on each permit application. Those elements constructed within existing or future WSDOT limited access right of way will be constructed to WSDOT standards.

Table 1: City of Redmond Applicable Codes*

Discipline	Code Reference
Building	<ul style="list-style-type: none">• International Building Code• WAC 51-50 IBC Amendments• Redmond Municipal Code (RMC) Chapter 15.08• ASCE 7-10 Minimum Design Loads for Buildings and Other Structures• ACI 318-14 Building Code Requirements for Structural Concrete• TMS 402-13/ACI 530-13/ASCE 5-13 Building Code Requirements for Masonry Structures• AISI S100-12 North American Specification for the Design of Cold-Formed Steel Structural Members• ANSI/AISC 360-10 Specification for Structural Steel Buildings• ANSI/AISC 341-10 Seismic Provisions for Structural Steel Buildings• ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures and Commentary• AWS D1.1/D1.1M 2015 Structural Welding Code - Steel
Energy	<ul style="list-style-type: none">• Washington State Energy Code, WAC 51-11• WAC 51-11C & 51-11R State Building Code Adoption and Amendment of the 2015 edition of the International Energy Conservation Code, Commercial/Residential• RMC Chapter 15.18
Mechanical	<ul style="list-style-type: none">• International Mechanical Code• WAC 51-52 IMC Amendments• RMC Chapter 15.14
Electrical	<ul style="list-style-type: none">• NFPA National Electric Code• WAC 296-46B Electrical Safety Standards, Administration, & Installation• RMC Chapter 15.12
Plumbing	<ul style="list-style-type: none">• Uniform Plumbing Code• WAC 51-56 UPC Amendments• RMC Chapter 15.16
Accessibility	<ul style="list-style-type: none">• IBC Chapter 11 as Amended by Washington State Building Code (WSB, WAC 51-50), Appendix E

Table 1: City of Redmond Applicable Codes*

Discipline	Code Reference
	<ul style="list-style-type: none"> • RCW 35.68.075 for ADA Curb Ramp Requirements • Department of Transportation ADA Standards for Accessible Design and US Access Board Proposed Guidelines for Pedestrian Facilities (PROWAG) • International Code Council/American National Standards Institute (ICC/ANSI) A117.1 • Department of Justice ADA Standards – Accessibility Guidelines for Buildings and Facilities • Bicycle Facilities Design Manual Guidelines for the City of Redmond • AASHTO Guide for the Development of Bicycle Facilities • NFPA 130 <i>Standard for Fixed Guideway Transit and Passenger Rail Systems</i> • RMC Chapter 15.08 • City of Redmond Zoning Code (RZC) Title 21, Appendices 2 and 7 • City of Redmond ADA Program Policy #1 – Companion Ramps
Fire	<ul style="list-style-type: none"> • International Fire Code • WAC 51-54A Washington State Fire Code (IFC) • City of Redmond Fire Department Standards and Fire Code interpretations • Design Standards for Streets RZC – Appendix 2 • RMC Chapter 15.06, including the following documents as amended: <ul style="list-style-type: none"> ○ 2013 NFPA 10 <i>Standard for Portable Fire Extinguishers</i> ○ 2013 NFPA 13 <i>Standard for the Installation of Sprinkler Systems</i> ○ 2013 NFPA 14 <i>Standard for the Installation of Standpipe and Hose System</i> ○ 2014 NFPA 25 <i>Standard for Water Based Fire Protection Systems</i> ○ 2013 NFPA 72 <i>National Fire Alarm and Signaling Code</i> ○ 2013 NFPA 110 <i>Standard for Emergency and Standby Power Systems</i> ○ 2015 NFPA 2001 <i>Standard for Clean Agent Fire Protection Systems</i> • Applicable NFPA standards per Chapter 80 of the IFC
Comp Plan	<ul style="list-style-type: none"> • Comprehensive Plan - Redmond 2030 • City of Redmond Transportation Master Plan
Land Use	<ul style="list-style-type: none"> • RZC (RMC Title 21)
Site Development	<ul style="list-style-type: none"> • RMC Chapter 15.24, Clearing, Grading, and Stormwater Management • RMC, Title 10 Vehicles and Traffic • RMC, Title 12 Streets and Sidewalks • RMC, Title 13 Water and Sewers • RZC, Title 21 • American Standard for Nursery Stock ANSI Z60.1 • City of Redmond, Stormwater Technical Notebook • Washington State Department of Ecology, Stormwater Management Manual for Western Washington • City of Redmond Design Requirements – Water and Wastewater System Extensions • City of Redmond, Standard Specifications and Details • Washington State Department of Ecology Criteria for Sewage Work Design
Geotechnical	<ul style="list-style-type: none"> • WSDOT <i>Geotechnical Design Manual M46-03 (GDM) (May 2015)</i> • AASHTO LRFD Bridge Design Specifications 2015 International Building Code – Section 1803, as adopted by City of Redmond
Structural (See Building section for building structures)	<ul style="list-style-type: none"> • WSDOT <i>Design Manual M22-10.13</i> • WSDOT <i>Bridge Design Manual M23-50.16</i> • WSDOT <i>Bridge Inspection Manual M36-64 (December 2015)</i> • AASHTO Guide Specifications for the Design of Pedestrian Bridges

Table 1: City of Redmond Applicable Codes*

Discipline	Code Reference
	<ul style="list-style-type: none"> • Setra Technical Guide for Footbridges, October 2006 • AASHTO LRFD Bridge Design Specifications AASHTO Guide Specifications for LRFD Seismic Bridge Design • ACI 318-14 Building Code Requirements for Structural Concrete, 2014 • AISC Specification for Structural Steel Buildings, 2010 • WSDOT Standard Specification for Road, Bridge and Municipal Construction, 2016
<p>Civil (See separate section for Utilities)</p>	<ul style="list-style-type: none"> • WSDOT <i>Design Manual</i> • WSDOT <i>Standard Plans</i>, M 21-01 • WSDOT <i>Standard Specifications for Road, Bridge and Municipal Construction</i>, M 41-10 • City of Redmond, Standard Specifications & Details • City of Redmond (COR) Zoning Code Title 21 and Appendices 2 and 8A • City of Redmond Traffic Signal Design Manual • City of Redmond Transportation Master Plan • City of Redmond Work Zone Traffic Control Manual • City of Redmond Bicycle Facilities Design Manual • City of Redmond Illumination Design Manual • City of Redmond Roundabout Design Manual • AASHTO Guide to Bicycle Facilities • FHWA Manual of Uniform Control Devices • NACTO Urban Bikeway Design Guide • Redmond ADA Program Policy#1 – Companion Ramps
<p>Environmental</p>	<ul style="list-style-type: none"> • RMC, Chapter 6.36 Noise Standards • RZC, Article I, Zone Based Regulations • RZC, Article II, City Wide Regulations • RZC (RMC Title 21), Article III Environmental Regulations • Safety Standards for Construction Work (Chapter 296-155 WAC) • Washington Industrial Safety and Health Act (Chapter 49.17 RCW) • General Occupational Health Standards (Chapter 296-62 WAC) • SEPA Procedures (Chapter 173-802 WAC) • RZC Ch. 21.64 – Critical Areas Regulations • City of Redmond, Stormwater Technical Notebook • Washington State Department of Ecology, Stormwater Management Manual for Western Washington • City of Redmond Design Requirements – Water and Wastewater System Extensions • City of Redmond, Standard Specifications and Details • Washington State Department of Ecology Criteria for Sewage Work Design
<p>Utilities</p>	<ul style="list-style-type: none"> • National Pollutant Discharge Elimination System permit program (Chapter 173-220 WAC) • Washington State Department of Ecology, Stormwater Management Manual for Western Washington • City of Redmond, Stormwater Technical Notebook • WSDOT <i>Highway Runoff Manual</i>, M31-16.04, February 2016 • American Standards, prepared by the American Water Works Association (AWWA) • American National Standards, prepared by the American National Standards Institute (ANSI) • Standard Specifications, prepared by the American Society for Testing and Materials (ASTM) • Federal Specification, prepared by the Federal Government (FS)

Table 1: City of Redmond Applicable Codes*

Discipline	Code Reference
	<ul style="list-style-type: none"> • Guide Book for Determination of Required Fire Flow and Grading Schedule for Municipal Fire Protection, prepared by the Insurance Services Office (ISO) • Standard Specifications for Road, Bridge and Municipal Construction, prepared by the Washington State Chapter, American Public Works Association (APWA) as modified by the Water/Wastewater Division • Rules and Regulations of the State Board of Health Regarding Public Water Systems, prepared by the Water Supply and Waste Section, Health Services Division, State of Washington Department of Health (DOH), latest edition • Criteria for Sewage Works Design prepared by the State of Washington Department of Ecology • City of Redmond, Standard Specifications and Details • City of Redmond Design Requirements – Water and Wastewater System Extensions • City of Redmond Water Systems Plan • City of Redmond General Sewer Plan

*Building, Electrical, Mechanical, Plumbing, and Fire permits are vested on the date of accepted complete permit application.

Section 2 – Required Permits & Associated Permit Fees

Permits are required from the City for various aspects of the Project. Table 2 provides an estimate of required permits based on preliminary design. Other or additional permits may be required due to changes in project scope or design. Aspects of the permit process are described in subsequent sections.

Project Element	Administrative Modification	Building and Trade*	Civil	Clearing & Grading	Right-of-Way Use	Design Concurrence	Notes
Pre-Construction							
Modifications to site elements like landscaping, parking, and access	✓						Applies to PS Business Parks site and Safeway site
Geotechnical boring and sampling in City ROW					✓		Used for early work prior to civil site construction permit issuance. Once issued, civil site construction permit covers work in City ROW
Site survey, field investigation				✓			Required only if thresholds in RMC 15.24.050 are exceeded. For activities outside limited access only.
Demolition of existing structures > 200 sq. ft.		✓					For structures currently on private property, anticipated to be two buildings on PS Business Parks site
Clearing, grubbing, and grading				✓			Permit required for activities outside limited access only. Clearing and grading used for early site prep work before civil site construction permit is issued. Once issued, civil site construction permit covers clearing and grading activities. Clear and Grade permits must demonstrate compliance with City tree preservation requirements.
Disconnect/cap sewer, power, water		✓	✓				For utilities serving structures currently on private property. This activity is approved as part of demo permit OR civil site construction permit. Services related to building that are getting demolished require a building permit.

Construction within Existing or Future WSDOT Limited Access							
Channelization						✓	
Drainage						✓	Required to the extent WSDOT drainage system interfaces with any drainage system owned, operated, or maintained by the City
Construction in Area to be Turned Back to City or on Private Property							
Roadway, utilities, drainage, driveways, and associated elements		✓	✓				Electrical permit for illumination
Retaining walls requiring a building permit		✓			✓		ROW Use permit only required for work exclusively in City ROW. Work that is on a mix of public and private property will be permitted with a civil construction permit.

* Building and Trade includes building, demolition, fire-related, electrical, mechanical, plumbing, sewer connection, and water meter permits

Section 3 – Permit Review and Approval Process

The City uses Bluebeam® Revu® Studio sessions for submittal review and management of comments for permits. WSDOT shall provide submittals in a format compatible with this software, and include the code basis of design with each submittal.

Permit applications submitted to the City for review and approval must meet City requirements. All submittals require advance notice of 14 calendar days. For design progress reviews, City review consists of a review period conducted over the listed number of City working days shown in Table 4. For permit applications, City review consists of a completeness check and a review period conducted over the listed number of City working days.

Day 1 of the review period (or completeness check for permit applications) will be the next working day for submittals received before 12:00 pm, and will be the second working day for submittals received after 12:00 pm.

Table 4: Completeness Check and Permit Review Period in City Working Days

Completeness Check (permit applications only)	Review Period for less than 100 plan drawing sheets	Review Period for 100 or more drawing sheets
3	10	15

Review periods in Table 4 are based on a single package submittal. Simultaneous submittals may be allowed during an active City review period under the following conditions:

- As part of the obligatory 14-day advance notice, WSDOT shall identify the priority of the current and pending submittals as well as whether the active review may be suspended.
- The City will review the request for simultaneous package submission and respond to WSDOT within 5 working days to accept or deny the request.
- If an active review is suspended due to a priority submittal, the duration of the suspension will be based on the scope and size of the priority submittal.

Completeness Check

The purpose of the completeness check is to verify that WSDOT has completed all permit application requirements so City staff can adequately assess design elements in terms of meeting City regulations and code requirements. Permit application forms and submittal checklists are available on www.redmond.gov. Staff check the submittal against the applicable checklists and verify that prior comments provided by the City have been adequately addressed as described below.

If items on the permit application checklists are missing or incomplete, or if any of the City’s previous comments have not been adequately addressed, the City Project Manager will provide written notification to WSDOT the reasons for the submittal being deemed incomplete. WSDOT will correct the submittal and resubmit, which starts another completeness check cycle.

The City shall provide comments to WSDOT at the end of the review period, and WSDOT shall review the comments and seek clarification where necessary to appropriately address comments for the next submittal.

Submittal Review Comments, Adequacy of Responses and Comment Resolution

The City commits to provide concise and coordinated comments to eliminate duplication and provide appropriate direction to WSDOT. This will include citing the appropriate code, standard detail, specification, code basis of design requirement or related agreement.

Within two weeks of receiving submittal comments, WSDOT shall hold meetings to address all comments with the applicable reviewers. WSDOT shall maintain a comment resolution log and provide an updated status with notes including actions required, scheduled meeting dates and final comment disposition with every design review submittal.

WSDOT shall address all comments prior to the next submittal and commit to providing concise and coordinated responses that address issues noted by the City.

Issue Resolution

For all submittals, the City shall submit its comments to WSDOT at the end of the City's review period. WSDOT shall request a meeting to review any comments that require additional clarification. WSDOT shall notify the City immediately of comments/issues regarding conflicts with codes from other jurisdictions or project scope. Those comments will be immediately entered into the conflict resolution process identified below. All comments must be either resolved or have an agreed upon action plan before the intake of the next submittal.

The City and WSDOT will resolve any conflicts according to the following tiered approach:

- Level 1. Subject matter experts from the City and WSDOT shall meet or otherwise communicate to resolve the comment within 2 working days of WSDOT notifying the City of the need to resolve the comment.
- Level 2. If the subject matter experts are unable to resolve the comment within 2 working days, the City's Project Manager and WSDOT's Project Manager shall seek to resolve the comment within 2 working days.
- Level 3. If still unresolved, the City Engineer and/or Building Official and WSDOT's Engineering Manager John Chi shall resolve the comment within 2 working days.

Section 4 – Administrative Modification Permits

Administrative Modifications (RZC 21.76.090(D)) are administratively-approved land use permits that are required when previously-approved projects are modified in a way that does not require a new land use entitlement application. The administrative modifications anticipated for this project are due to changes to landscaping, parking, access, and circulation at the PS Business Parks and Safeway sites shown in preliminary plans.

Section 5 – Civil Site Construction Permits and Approval Process

Civil Site Construction permits shall be required as defined in Table 2. WSDOT shall meet all submittal requirements by following the civil construction checklist on www.redmond.gov.

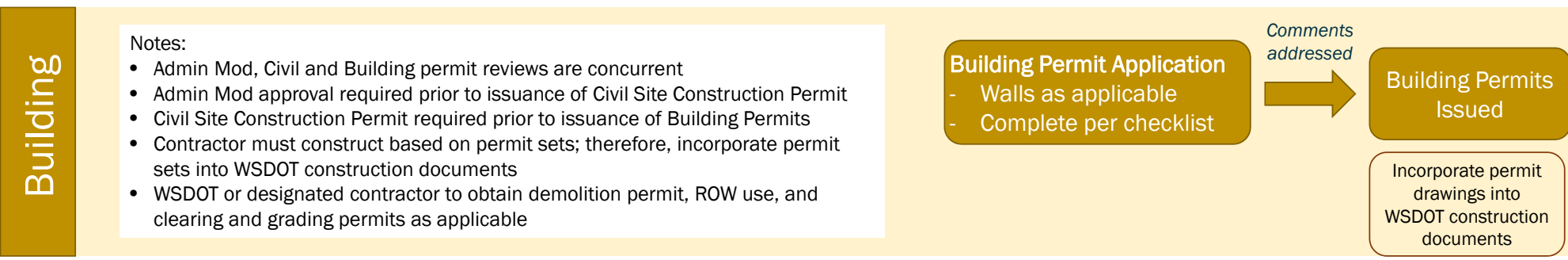
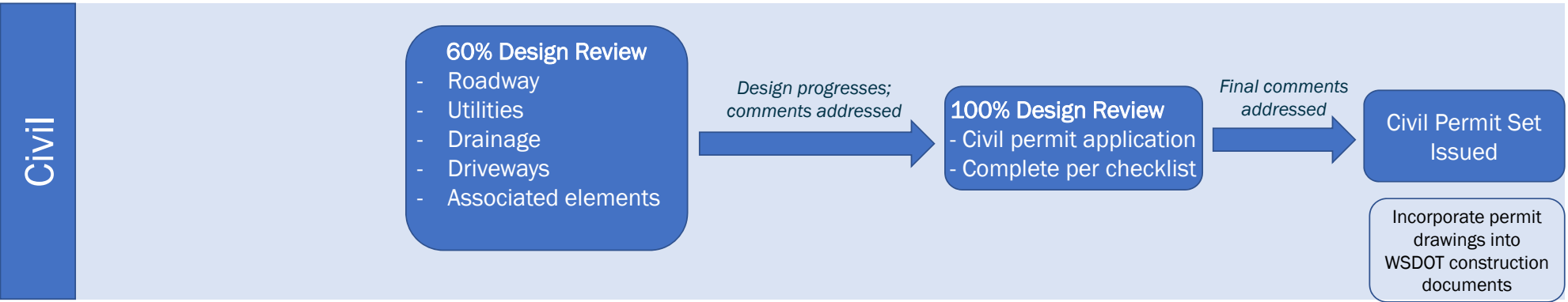
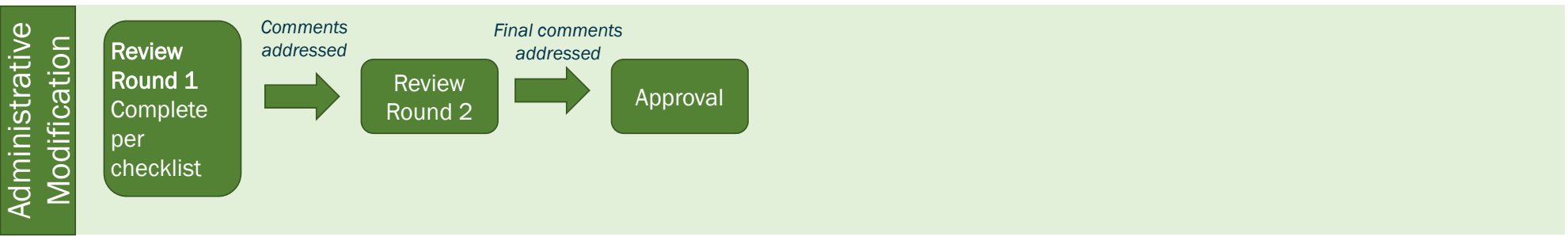
As noted in the permitting flowchart WSDOT has two (2) reviews available to complete the Civil Site Construction Permit approval process.

Administrative Modification reviews may run concurrently with review of Civil Site Construction submittals. However, the Administrative Modification must be approved and issued prior to the issuance of Civil Site Construction permits for work on the PS Business Parks and Safeway sites.

Section 6 – Building Permits and Approval Process

Building permits shall be required as defined in Table 2. WSDOT shall meet all submittal requirements by following the building permit checklist on www.redmond.gov. Where applicable, clearing and grading and civil site construction permits are required to be issued prior to building permit issuance. The Plans Examiner and building permit staff will be part of the Civil Site Construction permit review process described in Section 5 to review any structural drawings.

Attachment A Overlake Access Ramp – City of Redmond Permitting



Administrative Modification for PS Business Parks site

Building - demo and associated work; new walls as applicable

Civil site construction Clear and grade outside limited access ultimately City ROW no separate ROW use permit if activities in ROW approved as part of civil site construction permit

Administrative Modification for Safeway site

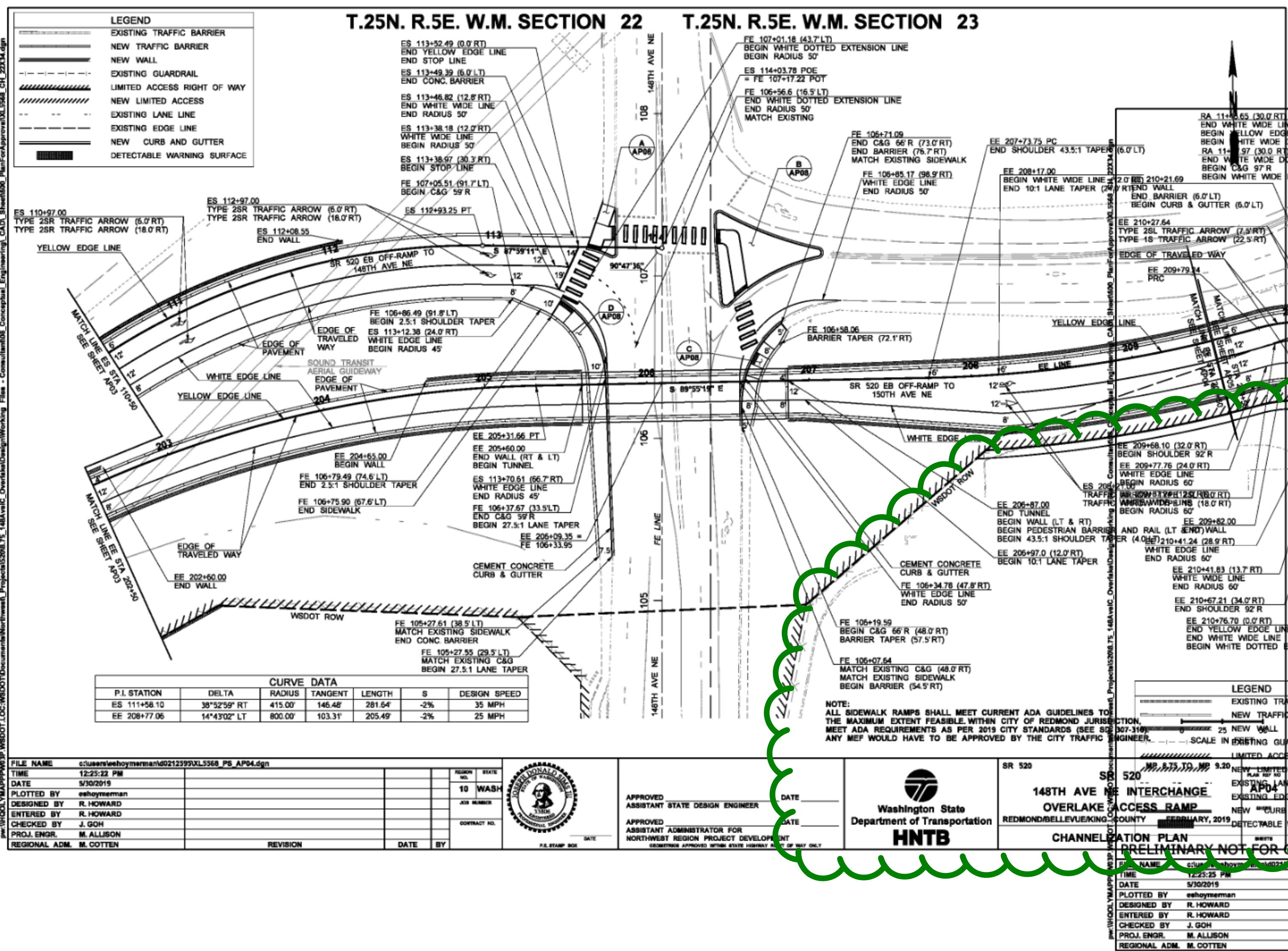
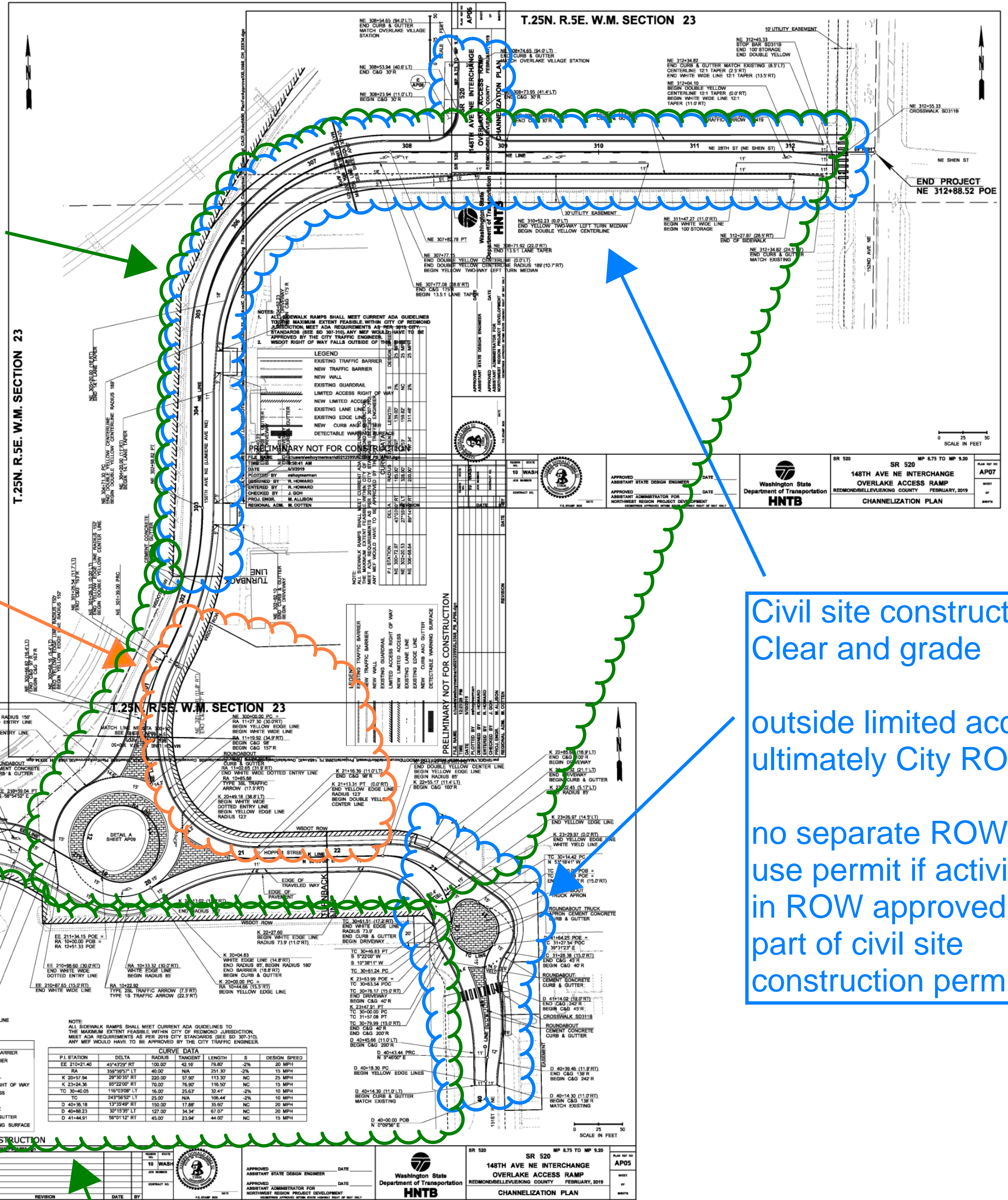


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