

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

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

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

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

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

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

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

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

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

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

5. **Extra Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONSULTANT:**

**CITY OF REDMOND:**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Angela Birney, Mayor**  
**DATED:** \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**City Clerk, City of Redmond**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Office of the City Attorney**

# Construction and Demolition Debris Program

## Attachment A - Scope of Work

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### **Background**

The City of Redmond is developing a Construction and Demolition (C&D) Debris program for the City. The City Council adopted an Environmental Sustainability Action Plan (ESAP) which includes a goal to divert 80% of waste by 2030, and Action M4.2 of the plan calls for comprehensive C&D recycling, recovery policies and other actions to prohibit disposal of recoverable C&D materials. This contract is to provide consultant support to define the program elements, conduct a stakeholder involvement process, draft and support adoption of needed code language and provide programming development support to help ensure successful implementation of a Construction and Demolition Program.

### **Goals**

- Build upon the white paper drafted by Full Circle Environmental (attached) and the attached suggested draft ordinance.
- Coordinate draft ordinance with King County and the Regional Code Collaboration C&D Workgroup.
- Conduct a stakeholder process for internal staff and external stakeholders such as developers and residents.
- Draft and present a Construction and Demolition Policy for City Council consideration that meets the criteria in the ESAP, demonstrates Redmond's Sustainability leadership, and accounts for stakeholder feedback.

### **Scope of Work**

The project is divided into 5 main tasks: 1) Program Development, 2) Stakeholder engagement, 3) Drafting of code for C&D, 4) Code passage through Council process, and 5) Outreach and Implementation assistance for new code. A detailed scope of work for each task will be jointly developed by the Consultant and City of Redmond. The City will issue a notice to proceed for each task on an individual basis.

### **Task 1 - Program Development**

In coordination with City staff, develop a program that enables tracking of the amount of tonnage going to C&D Facilities, and meets the City goal of diverting C&D tonnage from the landfill thereby increasing community diversion of waste from the landfill.

### **Task 2 - Stakeholder Engagement**





The Consultant, in coordination with the City, will conduct stakeholder engagement with the development community, City Staff, and regional C&D experts to complete a draft of the C&D Ordinance. The stakeholder engagement process will inform the program design and code language.

### **Task 3 - Drafting of C&D Code**

The consultant, in consultation with the City, will generate draft code language incorporating feedback gathered as part of Task 1.

The draft ordinance must align with State RCW regulations and the Regional Code Collaboration template to standardize definitions across the region.

Consultant will make a recommendation for staffing requirements for enforcement and management of the code. Consultant will lead an evaluation in cooperation with City TIS staff and make a recommendation for a tracking/reporting software system for developers to use to report tonnage for compliance with the policy.

The consultant will research and suggest enforcement guidelines. If a deposit/refund structure is used, the consultant will need to research and recommend an end use for any collected funds that meets State guidelines and support the City's sustainability goals.

### **Task 4 - Ordinance passage through City Council Process**

Once the Code has been drafted and stakeholder engagement is complete, the City with consultant support will move the Ordinance through the Council Adoption Process. Consultant tasks will include compiling findings from the stakeholder and regional engagement process and drafting and presenting findings to Council committees and providing subject matter expertise for Council and community presentations.

### **Task 5 - Outreach and Implementation of the Code**

After the ordinance has been adopted, the consultant will draft educational materials for developers seeking permits in the City that outlines the requirements of the Code and provides step by step instructions. This material should provide a checklist, fact sheets, and case study examples for developers. The consultant also will provide direct training to permit center staff on the ordinance, and direct outreach to developers currently in the development process that will need to meet the requirements of the Ordinance.

### **Considerations and Assumptions**

- The City ordinance will have to work within the structure outlined in the King County C&D Ordinance.
- The timeline for completion of the project will be largely dependent on City Council schedule of adoption and may shift due to competing priorities.

### **Budget**

The budget for this contract must not exceed \$200,000 including contingencies.



## Draft Timeline

TIMELINE AND TASK LIST FOR C&D SUPPORT PROGRAM												
Tasks	2021				2022							
	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.
√ = key scope deliverables												
<b>1. Program Development</b>												
Kickoff meeting with City and Contractor	√											
Outline City goals and code components												
On-going project management												
Develop management and tracking program (process/workflow)					√							
<b>2. Stakeholder Engagement</b>												
Develop structure for stakeholder engagement												
Engage external stakeholders (structure TBD)												
Engage internal stakeholders (City permit staff and others)												
Engage and maintain contact with City Council and Staff												
Success story spotlights; Case study development												
<b>3. Drafting of C&amp;D Code</b>												
Incorporate feedback from stakeholder processes												
Research and suggest enforcement guideliness (incl. deposit)												
Generate v.1 code language for City and Council review												
Generate v.1 staffing rcmdtn. for implntn., tracking, and enfrmnt.												
Evaluate and recommend tracking/reporting software system												
Generate v.2 code language based on input												
Generate v.2 staffing recommendation based on input												
<b>4. Ordinance Passage</b>												
Engage and maintain contact with City Council and Staff												
Provide compiled findings from stakeholder process.												
Respond to Council requests; support community presentations												
<b>5. Outreach &amp; Implementation</b>												
Create materials in support of developers seeking permits												
Create materials in support of permit and enforcement staff												
Develop and provide training for permit center staff												
Develop protocols and provide outreach to developers/applicants												
Engage other identified audiences: salvage, BIPOC, affordability												

## Deliverables

- Facilitation of Stakeholder Engagement Meetings; follow up notes and recommendations.
- Presentation Materials and Support for Council Meetings
- Recommended updated code
- Evaluation and Recommendation for a tracking/reporting system (Software)
- Staffing recommendations for implementation and management of the ordinance
- Final report on process, recommendations for permit workflow
- Checklist for developers, fact sheets, and case study examples
- Training materials for City staff

