

City of Redmond



Agenda

Tuesday, September 14, 2021

4:30 PM

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

Committee of the Whole - Planning and Public Works

Committee Members

David Carson, Presiding Officer

Jeralee Anderson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

Tanika Kumar Padhye

AGENDA

1. Pollution Prevention Assistance Partnership Interagency Agreement [CM 21-385](#)
[Attachment A: Interagency Agreement and Statement of Work](#)
Department: Public Works, 5 minutes
Requested Action: Consent, September 21st

2. Approve \$193,520 Washington Conservation Corps (WCC) 2021-22 Agreement between the City of Redmond and the Washington State Department of Ecology [CM 21-421](#)
[Attachment A: Restoration and Maintenance Map](#)
[Attachment B: 2021-22 Agreement](#)
Department: Public Works, 5 minutes
Requested Action: Consent, September 21st

3. Approve Consultant Contract for Construction and Demolition Program Support [CM 21-443](#)
[Attachment A: Contract](#)
Department: Public Works, 5 minutes
Requested Action: Consent, September 21st

4. Redmond Senior and Community Center Consultant Supplement 1 [CM 21-441](#)
[Attachment A: Community and Stakeholder Outreach and Involvement](#)
[Attachment B: Council Review Previous Contacts](#)
[Attachment C: Consultant Agreement Supplement 1](#)
Department: Public Works/Parks and Recreation, 10 minutes
Requested Action: Consent, September 21st

5. Approval to Lower the Maximum Speed on Redmond-Woodinville Road between NE 90th Street and NE 87th Street [CM 21-442](#)
[Attachment A: Additional Background Information](#)
[Attachment B: Map of proposed speed reduction](#)
[Attachment C: Zoning Maps](#)
[Attachment D: Code Ordinance Speed Limits](#)
Department: Public Works, 10 minutes
Requested Action: Consent, October 5th

6. Approval of Consultant Agreement with BHC Consultants for Engineering Services for the Targeted Equipment Upgrades for Wastewater Lift Stations 5, 6, 8, 11 and 15 Projects in a Maximum Amount Payable of \$758,000

[CM 21-439](#)

[Attachment A: Description and Cost Estimate](#)

[Attachment B: Revised 2021-2026 Capital Investment Lift Station Program Table](#)

[Attachment C: Agreement](#)

[Attachment D: Vicinity Map](#)

Department: Public Works, 5 minutes

Requested Action: Consent, October 5th



Memorandum

Date: 9/14/2021

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

File No. CM 21-385

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Dave Juarez	425-556-2733
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DEPARTMENT STAFF:

Public Works	Aaron Moldver	Environmental Programs Supervisor
Public Works	Tally Young	Program Administrator

TITLE:

Pollution Prevention Assistance Partnership Interagency Agreement

OVERVIEW STATEMENT:

The City has applied for and negotiated the attached two-year Interagency Agreement between the City of Redmond and the Department of Ecology (ECY) for \$257,710.57 to fully fund a Pollution Prevention Assistance (PPA) Specialist as part of the Pollution Prevention Assistance Partnership. This position is included in the current budget but is contingent upon receiving funding from Ecology. The agreement will continue the partnership with ECY to provide pollution prevention, local business inspections, and technical assistance to local businesses in the City.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Utilities Strategic Plan and Community Strategic Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
The City has participated in a partnership with the Department of Ecology (ECY) since 2011. The partnership has provided the City over 1.2 million dollars to provide outreach to businesses on hazardous materials handling.

ECY started the Local Source Control Partnership (now PPA) in 2007. The PPA program is part of the Puget Sound Partnership, a state initiative dedicated to tackling three issues critical to Puget Sound recovery: stormwater, habitat, and shellfish. This State funding enables jurisdictions to hire PPA Specialists to provide one-on-one technical assistance to small businesses to manage their business waste properly. This approach saves money for small businesses while protecting the state’s urban water quality.

The following table documents the history of funding and the number of inspections completed by City staff.

Date (biennium)	Funding	Inspections required per contract	Completed Inspections
2011-2013	\$158, 256	300	305
2013-2015	\$150, 256	225	222
2015-2017	\$180,000	260	431
2017-2019	\$190,482	300	309
2019-2021	\$261,730	305 (amended from 320 due to COVID)	306

Since 2011, City staff has achieved the following metrics due to contract adoption:

- Assisted businesses in moving more than 47,600 gallons of hazardous materials to proper storage
- Delivered 181 spill kits to businesses
- Requested businesses remove and properly dispose of over 13,000 gallons of hazardous materials
- Resolved over 1,000 environmental site issues

OUTCOMES:

Council will be asked to approve an inter-agency agreement with the Department of Ecology for \$257,710.57 to fund the PPA Specialist for two years.

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:
100% funded through the PPA Interagency Agreement

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000215

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
100% funded through the PPA Interagency Agreement through Ecology

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/16/2019	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
9/21/2021	Business Meeting	Approve

Time Constraints:

The current contract with Ecology ended on June 30, 2021. The 2021-2023 contract must be signed and submitted to Ecology before the first invoicing cycle in September 2021.

ANTICIPATED RESULT IF NOT APPROVED:

- Loss of \$257,710.57 to fund one FTE
- Elimination of PPA Specialist (current position is contingent upon receiving this funding)
- Loss of current high-level of technical assistance for local business
- Forfeiture of Ecology resources (free spill kits and secondary containment)

ATTACHMENTS:

Attachment A: Interagency Agreement and Statement of Work



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. C2200033

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF REDMOND

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the City of Redmond, hereinafter referred to as the “CONTRACTOR,” pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for the CONTRACTOR to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).

WHEREAS, ECOLOGY has legal authority (RCW 70A.214 and RCW 70A.300) and the CONTRACTOR has legal authority (City of Redmond municipal code 13.06 and 13.07) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, and Appendix B, *Budget Detail*, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2021**, and be completed by **June 30, 2023**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables and compliance with all terms and conditions.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2022, ECOLOGY will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year funding the CONTRACTOR, by June 30, 2022, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is Model Toxics Control Operating Account (23P), Model Toxics Control Capital Account (23N). Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed two hundred fifty-seven thousand, seven hundred ten dollars and fifty seven cents (\$257,710.57), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, *Budget Detail*).

Purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in *Goods and Services budget* or *Equipment budget* in Appendix B. Any purchases of equipment or goods and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories (with the exception of the voucher program budget category), with ECOLOGY's preapproval, and as long as the total budget is not exceeded.

ECOLOGY may, at its sole discretion, withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (as long as the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, sections IV, V, and X for additional information (and section XI, Voucher Program if applicable).

Send invoices to:

State of Washington
Department of Ecology
Hazardous Waste & Toxics Reduction Program
Attn: Elaine Snouwaert
4601 N. Monroe Street
Spokane, WA 99205
Or
Electronically submit invoices to Elaine Snouwaert at Elaine.Snouwaert@ecy.wa.gov

Payment requests will be submitted on a quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, section X. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5) ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7) ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8) CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9) DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11) GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13) ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2200033.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15) RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

19) SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20) TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: (509) 329-3503 office (509) 385-5169 cell Email: Elaine.Snouwaert@ecy.wa.gov	Name: Tally Greulich Address: 15670 NE 85 th Street Redmond, WA 98032 Phone: (425) 566-2888 Email: tyoung@redmond.gov Fax: (425) 556-2820

24) ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington
Department of Ecology

City of Redmond

By:

By:

Signature

Date

Signature

Date

Heather R. Bartlett

Malisa Files

Deputy Director

Chief Operating Officer

APPENDIX A
STATEMENT OF WORK
City of Redmond

Section I. Introduction

This Statement of Work is for the 2021-2023 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLOGY), Hazardous Waste and Toxics Reduction Program.

The mission of the Pollution Prevention Assistance Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar year. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. This program will be known as the “Product Replacement Program” or PRP.

The PPA work is expected to fall within these general proportions:	
Technical Assistance (TA) visits (approximately 10-15% of TA visits will involve PRP) (see Section III)	65%
Unique Program Elements (see Section II)	20%
Training (see Section VIII)	10%
Other (admin, staff meetings, etc.)	5%

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training, and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY’s PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.
- Act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the CONTRACTOR’s actions or judgment.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect **actual** hours worked even if hours are higher or lower than the FTE estimate.

Table 1: Key Staff

Staff Name	Estimated FTE	Role
Tally Greulich	0.1	Contract Management
Tally Greulich	0.8	PPA Specialist
Ken Waldo	0.0	PPA Specialist
Tally Greulich	0.1	Billing

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique elements for their PPA program, outlined in Table 2.

Table 2: Unique Program Elements

Program Element	Deliverable(s)
All-Staff Planning Committee - <i>Four separate committees (one for each training event) made up of PPA specialists and Ecology.</i>	Work with one or two other jurisdictions to plan 1 All-Staff Training Event (virtually or in-person)
	With other committee members determine a lead to schedule planning meetings, track tasks, and finalize the agenda.
	Arrange for meeting logistics (venue, food and beverage if in person) and speakers.
Product Replacement Program (PRP) Advisory Committee – <i>PPA specialists who will review materials and advise Ecology on</i>	Participate in 90% of committee meetings.
	When requested by Ecology’s PRP team, review PRP outreach materials and processes; Provide feedback and insight into how it will best integrate with other PPA work.

<i>implementation of various PRP projects.</i>	Advise and assist with the development of procedures and voucher forms for a PPA voucher program. Target to launch the voucher program is January 3, 2022.
New specialist training discussion panel – PPA specialists with extensive experience conducting PPA visits who will share knowledge and experience with new PPA specialists (see also Appendix A, Section VIII.1. for reference).	Participate in 90% of scheduled panel discussions. Approximately 12 panel discussions over the course of the contract (6 per year), will be planned and hosted virtually by Ecology.
	Answer questions and share your experiences and tips for success.
Stormwater Phase II Permittee Advisory Committee - PPA specialists to review materials and advise developers of the WSU Stormwater Center’s business inspection training materials with the purpose of promoting consistency across businesses and coordination to avoid overlap.	Participation in 90% of committee meetings. Participate on a committee to assist WSU’s development of permittee guidance and training. Provide insights on conducting business visits.
	Work with the other members of the committee and Ecology to draft and finalize a work plan. This work plan should describe the roles and responsibilities of participants and outline the tasks to be completed.
	Review all materials.
	Mentor up to three permittees staff (optional).

Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed ‘checklist’ (or enough data gathered to complete data entry into the LSC database). It will either be the first complete visit to a site OR the first visit in two or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, OR you were interrupted during the visit and were unable to gather complete data, OR you discover that the facility does not exist anymore OR you discover that the business does not qualify for a visit under the PPA program (e.g. it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-up Visits must be conducted to resolve High Priority Environmental Issues (See section below).

Table 3: Number of Technical Assistance Visits

Number of Total Visits	320
Target for Initial Visits	150
Target for Follow-up Visits	150

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2021-2023 technical assistance visits are listed in Table 4.

Table 4: Technical Assistance Targets

Target	Rationale for selecting
Automotive maintenance and repair	The City has many auto repair shops, and PPA staff plan to implement the degreaser PRP program at the ones that use Benchmark-1 parts washers and brake cleaners.
Gymnastics and other athletic/entertainment centers.	Gymnastics and other athletic/entertainment centers with foam pits are a required business sector for the 2021-2023 biennium. City staff plan to determine if these businesses have foam pits with flame retardants and implement the PRP voucher program if they are identified to have them.
Businesses located within the Critical Aquifer Recharge Area	Businesses inside the CARA are assigned risk based on business activities and stormwater management practices. High risk sites are visited annually and medium risk sites biannually.

ECOLOGY may direct a portion of technical assistance visits toward specific priority sources or contaminants.

High Priority Environmental Issues

The below list is ECOLOGY’s high priority environmental issues because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-up visit is justified but not necessarily required. The severity of the issue will help determine if a Follow-up visit is necessary. A Follow-up visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve high priority environmental issues, the Pollution Prevention Specialist will refer the issue to ECOLOGY or other appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether or not the issue needs to be referred.

- Hazardous waste being improperly designated
- Hazardous waste being improperly disposed
- Hazardous products/wastes being improperly stored
- Compromised dangerous waste containers need to be repaired or replaced
- Illegal plumbing connection
- Illicit discharge of wastewater to storm drain
- Improperly stored containerized materials
- Improperly stored non-containerized materials
- Leaks and spills in dangerous waste storage areas

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

1. Prior to the visit:
 - Coordinate with other entities that may be conducting business visits in the area to reduce potential “inspection fatigue.”
 - Check with ECOLOGY Urban Waters staff (where applicable) to ensure that the business is not currently being visited by Urban Waters staff.
 - Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visits to similar businesses, industry resources, news articles, etc.
 - To the extent possible, verify the site is not a medium or large quantity generator.
 - Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.
2. During the visit:
 - Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
 - Ensure, at a minimum, all items on the basic Checklist are reviewed. If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit, OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit. This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
 - If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program.
 - If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Section V.
 - Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally ECOLOGY will provide spill kits through a bulk order, if funding is available.
 - If possible, photograph observed issues for before and after success stories.
 - Activities that may be beneficial during the visit include, but are not limited to, walking the site (interior and exterior), checking storm drains, checking for illicit connections, checking dumpster and waste storage, providing handouts, and ensuring necessary permits are in place.
3. At the end of the visit or after the visit:
 - Provide written follow-up to document the results of the visit. This can be done by leaving a copy of the ‘Checklist’ or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Branding Documents on PPA Partnership SharePoint), by sending a follow-up letter/email, or alternatively by sending a ‘thank you’ postcard if no issues were identified.
 - If necessary, coordinate with other agencies (e.g. the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the

information you are providing is consistent with the other agency's regulations and/or best management practices.

- The PPA Specialists will make referrals to ECOLOGY as needed and report results.

Section IV. Partnership Branding and Outreach

When unique outreach or educational materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership's branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided for upload to the resource Document Library on the PPA Partnership SharePoint Site.

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements developed by the 2020 Resource Consistency Workgroup. See PPA Partnership SharePoint Site for requirements. The incorporation of the minimum webpage requirements should be completed by June 30, 2022 unless otherwise approved by ECOLOGY.

Section V. Product Replacement Program (PRP)

The Product Replacement Program is designed to eliminate Persistent Bioaccumulative Toxic (PBT) chemicals from use in commerce. The PRP removes and replaces PBT chemicals present in products, processes, or technologies to help prevent toxics from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk is to eliminate these toxic chemicals at the source. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. For technical assistance visits, where PRP is discussed, CONTRACTOR will record in the LSC Database the type of product or equipment replacement opportunity the business is interested in and other required information.

The CONTRACTOR will assist ECOLOGY with the following programs:

1. Replacement of dry cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint.

2. Promoting awareness of the national mercury thermostat takeback program at appropriate businesses.

Additional takeback and replacement programs ECOLOGY is exploring for addition to the PRP include, but are not limited to:

1. PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.
2. Flame retardants in foam and equipment at gymnasiums, play centers, and recreation facilities.
3. Degreasers and solvents in parts washing systems in multiple business sectors.
4. PCB-containing light ballasts in schools.
5. Additional chemicals and products may also be added to this list.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the above chemicals or products. PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included within the CONTRACTOR's funding compensation associated with this contract.

The PRP reimbursement payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. In order to facilitate these payments, the CONTRACTOR must assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Eligibility criteria will be developed by ECOLOGY and the Product Replacement Program Committee for each type of reimbursement offered.

The CONTRACTOR will provide technical assistance to the business to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the following steps, unless otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs will be maintained on the PPA Partnerweb SharePoint site.

1. CONTRACTOR conducts technical assistance visit and provides business with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
2. CONTRACTOR must communicate to the business that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
3. CONTRACTOR assists business as needed with paperwork required to apply for reimbursement, including a state payee registration form.
4. Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
5. Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.

6. CONTRACTOR may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Section XI.

Section VI. Timeline

Table 5: Timeline

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
July 1, 2021 – December 31, 2021	80	<ul style="list-style-type: none"> • PRP Advisory Committee • Stormwater Phase II Permit Advisory Committee • New specialists training discussion panel • All Staff Planning Committee 	Automotive maintenance and repair
January 1, 2022 – June 30, 2022	80	<ul style="list-style-type: none"> • PRP Advisory Committee • Stormwater Phase II Permit Advisory Committee • New specialists training discussion panel 	Gymnastics and other athletic/entertainment centers.
July 1, 2022 – December 31, 2022	80	<ul style="list-style-type: none"> • PRP Advisory Committee • Stormwater Phase II Permit Advisory Committee • New specialists training discussion panel 	Businesses located within the Critical Aquifer Recharge Area
January 1, 2023 – June 30, 2023	80	<ul style="list-style-type: none"> • PRP Advisory Committee • Stormwater Phase II Permit Advisory Committee • New specialists training discussion panel 	Businesses located within the Critical Aquifer Recharge Area, auto Repair Facilities, and gymnastics and other athletic/entertainment centers.

Section VII. Local Source Control (LSC) Database

Information gathered during technical assistance visits by the CONTRACTOR must include all of the elements that are listed in the most up-to-date PPA Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all of the applicable fields in ECOLOGY's LSC database and enter it into the database within 15 work days of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database within 15 work days of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum all elements on the most recent version of ECOLOGY's PPA Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
 - CONTRACTOR may substitute use of their own version(s) of the checklist(s) as long as it contains all elements on ECOLOGY's most recent checklist (See PPA Partnership SharePoint for details), and has been reviewed and approved by ECOLOGY staff.
- Refer to the LSC database instructions posted in the database interface, or contact ECOLOGY PPA staff, for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section VIII. Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership. The following types of training are provided. Table 6 below contains a tentative training schedule; ECOLOGY will communicate the final schedule to the CONTRACTOR.

New PPA Specialist Mentoring and Training

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff. ECOLOGY will provide new hires a "welcome email" within the first two weeks of work as a PPA Specialist. This email will provide instructions for accessing the PPA Partnership SharePoint, LSC Database, and guidance on resources and training. All Specialists are expected to create an "alert" for the PPA Partnership SharePoint Discussion Board to receive email alerts at least once per week when topics are posted.

1. New PPA Specialist Training & SharePoint Resources

New PPA specialist training is provided in the form of self-paced online modules available through ECOLOGY's PartnerWeb SharePoint site, and web-based discussion panels. The web-based discussion panels will be planned and conducted by ECOLOGY staff and include new specialists

and experienced PPA specialists who can offer suggestions and feedback to new specialists. The discussion panels are scheduled for the second Thursday of every other month from 10:30 to 12:00. On occasion these meetings will need to be rescheduled to accommodate panelists or new specialists who cannot make the originally scheduled date. ECOLOGY staff will provide as much notice as possible when these panels are rescheduled.

Schedule:

Discussion Panel Schedule – July 2021 thru June 2023		
2021	2022	2023
August 12, 2021	February 10, 2022	February 9, 2023
October 14, 2021	April 14, 2022	April 13, 2023
December 9, 2021	June 9, 2022	June 8, 2023
	August 11, 2022	
	October 13, 2022	
	December 8, 2022	
Attendance Requirement: All new specialists who have not yet attended six (6) discussion panels are required to attend. Panelists are required to attend all discussion panels.		

2. Field Mentoring & Training Review

The CONTRACTOR will provide training to their new staff to ensure they can perform the work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR’s organization and the other mentor from another PPA contractor (partner) jurisdiction in as close proximity as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff will accompany the new hire on a few technical assistance visits, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities.

All-Staff Trainings for all PPA Specialists

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two to three PPA contractors (partners). When appropriate these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters. Depending on current situations related to the COVID-19 pandemic or other health and safety concerns, All Staff Trainings may be held virtually via an online platform. Training topics are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Schedule: Typically, these trainings are held the second Wednesday in September and March or April. The trainings are usually scheduled between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight

travel if it is being charged to the PPA budget. When training is held virtually online, the training will be scheduled across two half-days.

If staff and resources become available, ECOLOGY will add an additional All Staff Training event. An additional training event would likely be held in June.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA specialist per jurisdiction to attend the All Staff Trainings. This person is responsible for disseminating information back to the PPA specialists from that jurisdiction. Managers are welcome but not required to attend. Generally, training substitutions are not allowed for the All Staff Trainings, however, exceptions may apply. ECOLOGY staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Webinar Trainings

ECOLOGY conducts Webinars during most of the months that do not have All Staff Trainings. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA contractors (partners). ECOLOGY will also ask PPA contractors to present on case studies.

Schedule: These are one and a half hour sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight Webinars will be scheduled each year.

Attendance Requirement: Each PPA Specialist must attend at least six of the eight Webinars each year.

Another type of training that is relevant to PPA Specialists' work may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by ECOLOGY at least two weeks in advance of the Webinar.

Table 6: Tentative Training Schedule (subject to change)

Date	Type	Date	Type
July, 2021	No training	July, 2022	No training
August 11, 2021	Webinar	August 10, 2022	Webinar
September 8-9, 2021	Webinar or All-Staff*	September 14-15, 2022	Webinar or All-Staff*
October 13-14, 2021	Webinar or All-Staff*	October 12-13, 2022	Webinar or All-Staff*
November 10, 2021	Webinar	November 9, 2022	Webinar
December 8, 2021	Webinar	December 14, 2022	Webinar
January 12, 2022	Webinar	January 11, 2023	Webinar
February 9, 2022	Webinar	February 8, 2023	Webinar
March 9-10, 2022	Webinar or All-Staff*	March 8-9, 2023	Webinar or All-Staff*
April 13-14, 2022	Webinar or All-Staff*	April 12-13, 2023	Webinar or All-Staff*
May 11, 2022	Webinar	May 10, 2023	Webinar
June 8, 2022	Webinar	June 14, 2021	Webinar
* When possible an in-person All Staff Training will be held in conjunction with the NW Chapter Annual Conference.			

Section IX. Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (see schedule in Section X, Table 7). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on Unique Program Elements, and any other information regarding contract performance that should be brought to ECOLOGY’s attention. The Progress report must also include the number of visits where the PRP was presented and discussed. The Progress report should only include the status of the work conducted during the quarter and NOT include a roll-up of progress to-date since it services as backup documentation for the expenses included in the quarterly invoicing, see Section X.

Annual Reports

Annual reports are used to briefly summarize contract status to-date including: number of site visits performed, Unique Program Element activities conducted, Technical Assistance Target activities conducted, lessons learned, and budget status. Annual reports shall be provided to ECOLOGY by July 31, 2022 and July 31, 2023. The report shall include two to three ‘case studies’ of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if at all possible. The second year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and All-Staff meetings.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within 10 business days:

- Key personnel changes (staff or manager leaving, new hires, etc.)

- Initiation of or changes to a subcontract (see Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors)

Section X. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition, the following information is provided:

- See also Appendix A, Statement of Work, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned if submitted electronically. If submitting a scanned copy, the CONTRACTOR will retain original signed A-19-1A in CONTRACTOR’s records per record retention requirements.
- Support documents may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter which may be higher or lower than the FTE estimate in Section I, Table 1 of Appendix A, *Statement of Work*.
- Quarterly invoicing will follow the schedule in Table 7.

Table 7: Invoicing Schedule

Quarter	Months	Due Date
1	July, August, September 2021	November 10, 2021
2	October, November, December 2021	February 10, 2022
3	January, February, March 2022	May 10, 2022
4	April, May, June 2022	July 31, 2022 (earlier Due Date due to end of fiscal year requirements)
5	July, August, September 2022	November 10, 2022
6	October, November, December 2022	February 10, 2023
7	January, February, March 2023	May 10, 2023
8	April, May, June 2023	July 31, 2023 (earlier Due Date due to end of biennium requirements)

Section XI. Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments issued and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500 or less. These reimbursements

will come from the \$5,000 budget category included in this contract and cannot be shifted to or from other budget categories (see Appendix B). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoicing (Section X).

The specific forms, processes, and procedure for this voucher program will be developed in the first six months of this contract by the Product Replacement Program Advisory Committee. The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint. The target date for beginning to offer this voucher program is January 3, 2022.

Section XII. Resources

The following are resources to materials referenced in this contract. Links to and the resources listed are subject to change.

- PPA Partnership SharePoint:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database:
<http://ecyaphwtr/lsc/Home.aspx>
- Invoice Voucher A19-1A:
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Checklists & Tip Sheets:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx
- New Specialist Training modules:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/New%20Specialist%20Training/Forms/AllItems.aspx
- Travel Per Diem Rates:
<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

**APPENDIX B
 BUDGET DETAIL**

See sections #3, Compensation, and #4, Billing and Payment Procedures, for additional instructions.

Category		Amount
Salaries		187,514.06
Benefits		61,196.51
Subcontracts		
Goods & Services (see Table A)		2,000.00
Equipment (see Table B)		
Travel/Training		2,000.00
Voucher Program (Section XI)		\$5,000.00
Subtotal Direct Costs		
Indirect Costs*	Rate (%)	
	Indirect amount	
Total Award		257,710.57

* Applied to Salaries & Benefits only

Table A.

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

Table B.

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

APPENDIX C SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 - a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.
-



Memorandum

Date: 9/14/2021

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

File No. CM 21-421

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Dave Juarez	425-556-2733
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DEPARTMENT STAFF:

Public Works	Andy Rheume	Interim EUSD Manager
Public Works	Tom Hardy	Stream and Habitat Planner

TITLE:

Approve \$193,520 Washington Conservation Corps (WCC) 2021-22 Agreement between the City of Redmond and the Washington State Department of Ecology

OVERVIEW STATEMENT:

The Washington Conservation Corps (WCC) maintains stream and habitat restoration sites throughout the City of Redmond. Maintenance is typically required by permit approvals for the first 5-10 years after project completion and ongoing maintenance is necessary for long-term project success. The WCC crew is subsidized by AmeriCorps for 2021-22.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan, Community Strategic Plan
- **Required:**
Contract over \$50,000
- **Council Request:**
N/A
- **Other Key Facts:**
WCC Agreement begins October 1, 2021

OUTCOMES:

Maintenance is a crucial activity to the success of restoration and mitigation associated with capital improvement projects; approximately 100-acres are distributed around the city that require ongoing maintenance. See Attachment A for a map of currently maintained sites.

The value of site maintenance goes far beyond permit compliance in that it protects and improves the public investment in these habitat enhancements by promoting healthy and attractive restoration areas. Maintenance of restoration sites involves control of invasive weeds, litter patrol, replacement planting, and other activities important to overall project success. This regular site maintenance enhances already completed projects, building on the initial investment, as well as improving the aesthetics of sites.

A one-year AmeriCorps-subsidized crew for Redmond will cost \$193,520 (41-weeks throughout the 2021-22 season). WCC members are typically college-age students learning restoration techniques and gaining job skills. A crew consists of six staff that work a 40-hour work week, primarily managing invasive plants at city capital improvement project sites. Installation of replacement plantings also occupies a significant portion of the crew’s time. In addition, the crew helps with volunteer events, new native tree planting, habitat assessment, small stream maintenance projects, site monitoring, and de-fishing on stream projects. The contract with the Washington State Department of Ecology is included in Attachment B.

Although this agreement reflects a reduction in level of service from pre-pandemic levels staff has assembled funding to allow the core WCC contract to proceed, through five different fund sources, as noted below.

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:
\$193,520

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

Budget Offer Number:

Stormwater Operations	\$42,180
Ecology Fund	\$25,540
Tree Canopy Fund	\$53,850
Smith Woods Pond Rehab	\$13,275
Monticello CIP	\$58,675

Budget Priority:
Clean & Green

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

If yes, explain:
N/A

Funding source(s):
Stormwater Operations, Ecology Fund, CIP, Tree Canopy Fund

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
9/21/2021	Business Meeting	Approve

Time Constraints:

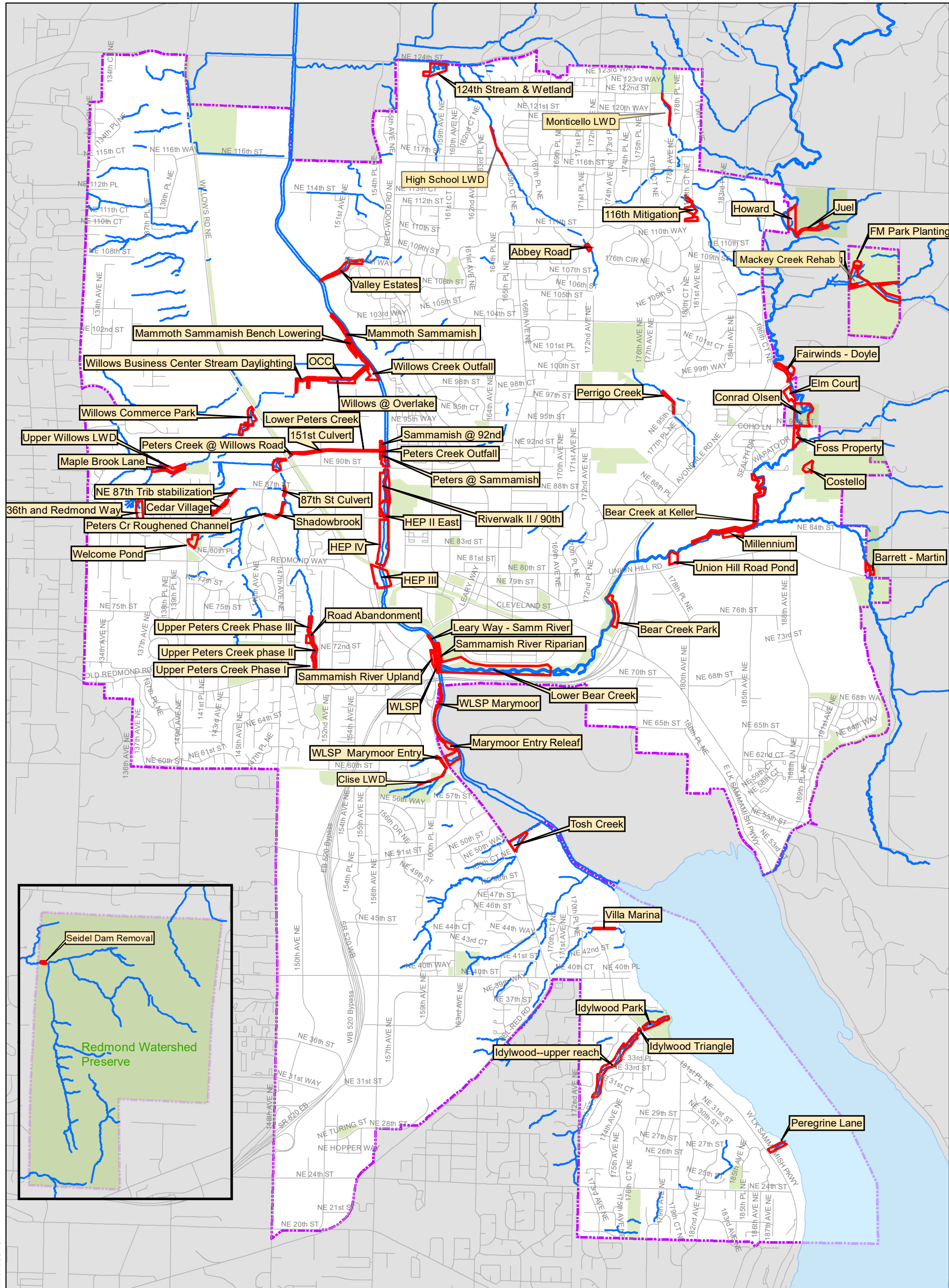
Agreement is for work between October 1, 2021 - September 30, 2022

ANTICIPATED RESULT IF NOT APPROVED:

The City would not meet its maintenance obligations for CIP projects. In addition, this maintenance would continue to accrue and conducting this maintenance in the future would be more expensive.

ATTACHMENTS:

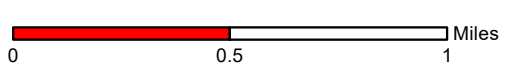
Attachment A: WCC 2021-22 Restoration and Maintenance Map
Attachment B: WCC 2021-22 Agreement



Redmond Restoration Projects

City of Redmond, Washington

6-29-2020



Legend

- Stream
- City Limits
- Restoration Project
- Street

Disclaimer: This map is created and maintained by GIS Services Group, Finance and Information Services, City of Redmond, Washington, for reference purposes only. The City makes no guarantee as to the accuracy of the features shown on this map.



DEPARTMENT OF
ECOLOGY
State of Washington

AGREEMENT NO. WCC-2110

AGREEMENT
BETWEEN

The State of Washington, Department of ECOLOGY
AND
City of Redmond

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and _____ City of Redmond hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2021 and be completed on 9/30/2022, unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$193,520. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by SPONSOR
1 Full-Term WCC Crew	\$193,520
Total SPONSOR COST	\$193,520 <i>Above cost Not to be Exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$258,027 annually per WCC Crew consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$34,333 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget
5. Any other provisions of this Agreement, including materials incorporated by reference

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Program Manager for ECOLOGY is:

Travis Weller
PO Box 47600
Olympia, WA 98504
(360) 742-8760
travis.weller@ecy.wa.gov

The Contract/Program Manager for SPONSOR is:

Tom Hardy
PO BOX 97010
Redmond WA 98073
425-556-2762
TWHARDY@redmond.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

SPONSOR
City of Redmond

Signature

Date

Signature

Date

Joenne McGerr, SEA Program Manager

Printed Name, Title

Printed Name, Title

STATEMENT OF WORK
Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, clear active or abandoned homeless encampments and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by a sponsor for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 41 weeks (approx. 164 days) during the Federal AmeriCorps program service year (October-September).
2. Enroll members to begin service no sooner than October 4, 2021 and no later than October 18, 2021 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 1200 hour, three-quarter term AmeriCorps Education Award beginning January 19, 2022. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.

4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, one day dedicated to MLK Community Service, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four-day Assistant Supervisor training to the designated Assistant Supervisor.
5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.
6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logos.
3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.
4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g. promotion of the Census, education about the importance of the Census) do not align with State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities.
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

Appendix B
WCC CALENDAR

2021-2022 WCC Events Calendar

October							November							December							January						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
					</																						



Memorandum

Date: 9/14/2021
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-443
Type: Committee Memo

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

Public Works	Dave Juarez	425-556-2763
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DEPARTMENT STAFF:

Public Works	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Environmental Programs Supervisor

TITLE:
Approve Consultant Contract for Construction and Demolition Program Support

OVERVIEW STATEMENT:

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 70% 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.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Environmental Sustainability Action Plan: Action M4.2
Utilities Strategic Plan: Strategy 7
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**

N/A

OUTCOMES:

The ESAP goal of increasing the City diversion rate to 80% by 2030 will require a significant increase in the amount of tonnage diverted from landfill disposal from the City of Redmond. Construction and demolition debris from development and construction projects in the City provides a great opportunity to increase diversion. Moving construction and demolition debris towards reuse rather than landfilling will also reduce the greenhouse gas emissions associated with new building materials.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Much of this consultant contract is devoted to outreach to stakeholders as the new program is developed. Outreach is anticipated to be conducted from October 2021 to March of 2022.
- **Outreach Methods and Results:**
Several methods of outreach will be used to reach stakeholders in this process, from executive interviews of subject matter experts, to stakeholder engagement meetings. The consultant and the City will develop the appropriate outreach methods as the first phase of this contract.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$200,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000220

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Solid Waste Fund

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
9/21/2021	Business Meeting	Approve

Time Constraints:

The approved budget for this contract expires at the end of the biennium.

ANTICIPATED RESULT IF NOT APPROVED:

If this contract is not approved, there will be a delay in the beginning of the contract. This will impact the overall project timeline and could prevent results from being accomplished in this biennium.

ATTACHMENTS:

Attachment A: Consultant Contract

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

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												
1. Program Development												
Kickoff meeting with City and Contractor	√											
Outline City goals and code components												
On-going project management												
Develop management and tracking program (process/workflow)					√							
2. Stakeholder Engagement												
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												
3. Drafting of C&D Code												
Incorporate feedback from stakeholder processes												
Research and suggest enforcement guidelines (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												
4. Ordinance Passage												
Engage and maintain contact with City Council and Staff												
Provide compiled findings from stakeholder process.												
Respond to Council requests; support community presentations												
5. Outreach & Implementation												
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





Memorandum

Date: 9/14/2021

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

File No. CM 21-441

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Carrie Hite	425-556-2326
Public Works	Dave Juarez	425-556-2733

DEPARTMENT STAFF:

Parks	Loreen Hamilton	Deputy Director
Public Works	Eric Dawson	Senior Engineer

TITLE:

Redmond Senior and Community Center Consultant Supplement 1

OVERVIEW STATEMENT:

Staff is requesting approval via Consent Agenda for Opsis Architecture’s contract supplement for final design services for \$2,412,514. This supplement will complete the design and provide support services in negotiations for the Maximum Allowable Construction Cost with the contractor.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - Envision Redmond Senior Center Building Stakeholders Report March 2020
 - Redmond Community Strategic Plan
 - 2017 Community Priorities for the Future of Redmond’s Community Centers Report
 - Redmond Comprehensive Plan
 - Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
 - Redmond Facilities Strategic Management Plan
 - 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B
- **Required:**
Revised Code of Washington 39.80 and City Purchasing Policies and Procedures requires Council authorization for the Mayor to sign the consultant agreement.

City Comprehensive Plan: FW-23, CC-12, PR-19, PR-35, PR-36, PR-37, PR-38, UC-19, UC-20, DT-12, and DT-15, Redmond Zoning Code-RZC 21.10.070B

- **Council Request:**
On July 20, 2021, Council provided direction to proceed with the design and construction of the Redmond Senior & Community Center at a total cost of \$44 million.
- **Other Key Facts:**
N/A

OUTCOMES:

The desire to build and open a Senior and Community Center within three years has been well documented by stakeholders, citizens, and City Council.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
See Attachment A - Community and Stakeholder Involvement and Outreach
- **Outreach Methods and Results:**
See Attachment A - Community and Stakeholder Involvement and Outreach
- **Feedback Summary:**
See Attachment A - Community and Stakeholder Involvement and Outreach

BUDGET IMPACT:

Total Cost:

Total project cost is \$44 million
Consultant Supplement 1 is \$2,412,514

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

CIP

Budget Priority:

Infrastructure, Healthy and Sustainable, Vibrant and Connected

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

If yes, explain:

The City has \$21.25M currently set aside in the CIP, a State Capital Budget appropriation of \$1.25 million, and a proposed general fund year end cash set aside of \$8.5M. Staff will be requesting Councilmanic bonds to fund the remainder of the project.

The proposed budget for Consultant Supplement 1 is within staff's planned budget for this phase of the project.

Funding source(s):
CIP-\$21.25M
State Capital Adopted Budget-\$1.25M
Combination of General Fund Year end cash and/or Councilmanic Bonds: \$21.5M

Budget/Funding Constraints:
General Fund year end cash from 2019-2020 and Councilmanic Bonds are requested to complete this project. Councilmanic Bond amounts will remain below the 50% threshold required by the City’s fiscal policies.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
9/21/2021	Business Meeting	Approve

Time Constraints:

This supplement needs approval for the design team to continue with Design Development and Construction Documents preparation.

ANTICIPATED RESULT IF NOT APPROVED:

If this supplement is not approved, work on the design will be placed on hold and the opening of the senior and community center would be delayed.

ATTACHMENTS:

- Attachment A - Community and Stakeholder Involvement and Outreach
- Attachment B - Council Review Previous Contacts
- Attachment C - RSCC Consultant Agreement Supplement 1

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

- **Timeline (previous or planned)**

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

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

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



Supplemental Agreement Number _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
	1/21/2021		
Project Title	New Maximum Amount Payable		
	\$		
Description of Work			

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

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

The changes to the agreement are described as follows:

I

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

II

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

III

Section V, PAYMENT, shall be amended as follows:

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

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

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit A Scope of Work

Project No. **50022024.05.01.02**

September 6, 2021

Eric Dawson, PE
Project Manager
City of Redmond
Public Works Department
15670 NE 85th Street
Redmond WA 98052

Reference: Redmond Senior and Community Center (RSCC) – **EXHIBIT A**
Proposal for Professional Services Phase 2 – Design Development through Bid/Permit
Opsis Project Number (4821-03)

Dear Eric:

This letter outlines the Opsis Architecture proposed scope of work to continue comprehensive architectural, engineering, and specialized consultant services for the Redmond Senior and Community Center project. This phase of work will include Design Development, Construction Documents and Bidding/Permitting.

PROJECT UNDERSTANDING

The new Redmond Senior and Community Center (RSCC) project will be approximately 52,000 gsf which includes an elevated running track with a budget of \$31 million. This phase of work will build upon the previous Phase 1 Programming/Concept Design and Schematic Design documents. Phase 2 will include the completion of Design Development and Construction Documents along with all land use and site plan entitlements. Two building permit packages will be included in this phase.

The RSCC will be located within the Redmond Municipal Campus on the site of the prior Senior Center with the existing utility connections utilized for the new facility. The project is situated with direct adjacency to the Sammamish River critical areas buffer setback. The facility design and construction staging will need to take into account maintaining a safe and operational campus with vehicular and pedestrian access to the adjacent Public Safety Building, Parking Structure and City Hall.

The project will include related site development including additional parking, plaza paving and new fire access. The parking needs will encompass providing 8 dedicated senior parking stalls as well as reconfiguration of the roundabout drop off zone. The planning and design will also include necessary utility upgrades, on-site stormwater management, and infrastructure improvements necessary to support the new facility.

We understand the seniors will be involved at strategic milestones in the design process and public engagement will continue to be important to inform the project's design moving forward. The design team will work closely with the Project Stakeholder Group, advisory groups and commissions with continued outreach and involvement as shown in the attached schedule. City staff (COR) will be engaged throughout the Phase 2 design process with the Mayor and City Council provided project updates when required.

The City is using a GC/CM delivery model for this project and have engaged the services of Absher Construction. The design team will continue to collaborate with Absher as an active participant in design meetings, QA/QC review, scheduling and estimating to provide valued input on construction staging and

logistics, real-time target value design, evaluation of building structural, mechanical and enclosure systems, and constructability review that will support cost containment and predictability. Separate cost estimates will be developed by and reconciled between Absher and DCW, our independent cost estimator.

DESIGN TEAM

The following design team members will participate in the scope of work outlined for Phase 2 – Design Development, Construction Documents and Bid/Permit.

Opsis Architecture – Prime Contract, Architectural Planning/Design and Interior Design
Johnston Architects – Architectural Support Staff and Land Use/Entitlement Lead.
Michael Thrailkill – Architectural Specifications
Lund Opsahl – Structural Engineer
PAE Engineers – Mechanical, Electrical and Plumbing (MEP) and Sustainable Design
Herrera – Civil and Environmental Studies with delineation of the Critical Areas Buffer line, mitigation strategies
Groundswell – Site Development, Landscape, Pathways, and Parking Layout
Little Fish – Lighting Design
Stantec – Acoustical
Halliday Associates – Food Service
Code Unlimited - Code Review
DCW – Cost Estimating
The Shalleck Collaborative – Theater and Audio Visual
Morrison Hershfield – Building Envelope
Mayer/Reed – Signage and Wayfinding
CAYA Communications – Community Outreach
EnviroIssues – Web Site Management
Joe Thurston – Public Art Planning/Master Plan

SCOPE OF WORK

Task 3 – Design Development

Opsis Architecture

Will provide Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, materials selections and equipment layouts. During this task there will be continued review and updates of the schedule to facilitate decision-making, design, and documentation in order to meet critical project milestones. The design team will meet regularly with the COR and regulatory agencies to facilitate integration of all program and equipment elements necessary for building operations. During this task all documentation will be produced for land use and site plan entitlements. Specifications will be developed to supplement the drawing set and shall describe the performance characteristics of the materials and products being used. The design team will incorporate the COR's General and Supplementary Conditions of the Contract into the specifications.

Subtasks and activities during this phase include:

- Further refinement of COR desired environmentally responsible design approaches including LEED scorecard updates and incorporation or LEED Gold requirements into the project documents.
- Final resolution of the building plan layout

- Incorporate all major plan elements of the building for all floors, with coordinated accommodations for structure and MEP.
- Incorporate typical project functional components. Components will be coordinated with structural and MEP engineers.
- Dimension and locate all major building components (walls, windows, doors, etc.)
- Show DD Level furniture layouts to confirm spatial and program requirements
- Develop typical project components and core elements including elevators, stairs, MEP shafts and public toilet rooms. Minor or atypical elements will be reflected in the plans and building sections.
- Confirm that all circulation elements conform with building and accessibility codes.
- Verify that all program requirements are incorporated in the plans including support areas such as staff break rooms / toilets, building storage areas, janitor closets and trash rooms and recycling.
- Finalize building elevations and note exterior materials. Clearly indicate the extent of material and construction type use.
- Confirm alternatives list with COR and Absher during cost reconciliation.
- Develop Building sections including typical foundation details. Indicate floor to floor dimensions, ceiling heights, major structural elements and major MEP transfer or horizontal distribution zones.
- Prepare digital models and perspective renderings to facilitate decision making.
- Refine selections of major building systems with construction materials noted on the drawings or described in writing.
- Incorporate environmentally responsible design alternatives.
- Consider the value of alternative materials, building systems and equipment in collaboration with COR and Absher.
- Develop exterior wall sections, typical exterior details and typical exterior wall types.
- Refine ceiling heights based on accommodation of structural member sizes and MEP pathways.
- Finalize ceiling heights for all typical and principal spaces; indicate on the floor plans and building sections.
- Prepare exterior and interior partition type sheet for typical wall assemblies

Deliverables:

- COR meeting materials
- Technical Review Documents
- Design Review Board (DRB) Submitting Documents
- 80% Design Development Drawings
- 80% Design Development Specifications
- 100% Design Development Drawings
- 100% Design Development Specifications

Johnston Architects (JA)

JA will provide Architectural Design services in support of Opsis Architecture. They will continue to lead the land use and entitlements effort during this task. Their team will also be integrated into the production of Design Development documents outlined in the Opsis scope of work above. The project will utilize BIM 360 which will allow JA staff to work on the RSCC model in real time. JA team members will share in the project workflow thought the duration of Design Development.

Subtasks and activities during this phase include:

- Coordinate and manage Redmond's DRB submittal process.
- Coordinate and manage Redmond's Technical review submittal process.

- Coordinate and manage Redmond's Environmental review submittal process.
- Coordinate and manage Redmond's Civil Construction review submittal process.
- Provide document support for subtasks outlined under Opsis scope

Deliverables:

- Technical Review Document Submittal
- Design Review Board (DRB) Submittal
- 80% Design Development Drawings
- 100% Design Development Drawings

Michael Thrailkill

Michael Thrailkill (MT) will provide specification services for the production of architectural specifications and compilation of Project Manuals for the Redmond Senior and Community Center project. During the design development phase, he will work with the design team to create the Design Development level specifications for the cost estimate and 100% DD package. For well-coordinated architectural specifications, the design team will collaborate with Michael Thrailkill a minimum of four meetings and/ or conference calls per deliverable; the design team also utilize his office's standard Coordination Matrix, an online collaboration tool.

Subtasks and activities during this phase include:

- Specifications for Division 01 - General Requirements will be produced by MT in consultation with Opsis Architecture.
- Structural specifications for Divisions 03, 04, 05 and/ or 06 will be produced by MT, with review and comment by Lund | Opsahl
- MT will coordinate with PAE to incorporate Divisions 21, 22, 23, 26, 27 and/or 28 formatted to match the Architectural specifications.
- Civil, Structural and Landscape specifications for Divisions 02, 31, 32 and/ or 33 will be provided by the Herrera, Lund | Opsahl and Groundswell.
- Food service and theatrical specifications will be provided by Halliday and the Shalleck Collaborative formatted and integrated into the project specifications.

Deliverables:

- 80% Design Development Specifications
- 100% Design Development Specifications

Lund Opsahl

Lund Opsahl (LO) will further develop the structural systems outlined in the Schematic Design package. The structure is planned to be primarily heavy timber framed system of beams and columns with CLT planks for floors and roofs. The lateral system will be concrete shear walls and plywood-clad, light gage metal framed shear walls. LO will work closely with the architect to further refine the structural member sizes and connection for the RSCC. They will continue to develop the buildings foundation and provide requirements for sub-soil improvements.

Subtasks and activities during this phase include:

- Prepare Revit model updates and post as requested.
- Prepare preliminary structural design calculations for typical elements.

- Prepare preliminary foundation and framing drawings.
- Prepare typical detail sheets.
- Prepare or edit outline specifications for structural items.
- Coordinate with geotechnical consultant for foundation requirements.
- Submit Design Development documentation for cost estimate, COR review and respond to review comments

Deliverables:

- 80% Design Development Drawings
- 100% Design Development Drawings

PAE (MEP / Building Analysis and Modeling / Fire Alarm / Technology / LEED Certification Support)

During the Design Development phase PAE will review design standards and owner project requirements to help assist the design team, COR and other consultants with preparation of Design Development documents. They will develop system scope requirements and make recommendations based on sustainable design strategies. In conjunction with the design team, they will manage and coordinate the MEP Revit model. The BIM Level of Development (LOD) for the design phases will follow AIA Standard G202-2013 BIM LOD 100. This effort is in addition to the building and analysis modeling (BAM) listed below.

BUILDING ANALYSIS AND MODELING (BAM)

PAE will take a leading role in workshops to communicate clearly the relative merits of environmental conservation strategies and indoor environmental quality. They will work with the project team and decision makers to establish specific measurable goals. Once these are established, they will map out a path for achieving them that will allow key design decisions to be informed on the basis of their ability to achieve the project goals.

The following points provide a summary of PAE's scope for this project:

- Leadership in the establishment of sustainable design goals and benchmarks for the project and ongoing review of performance against those goals.
- Design analysis and guidance for energy use to optimize building performance within the constraints of the project including calculations of energy from HVAC systems, lighting, renewable energy systems and other building equipment.
- Design recommendations for all passive systems including aperture sizes and controls, shading, thermal mass and glazing proportions.
- Compliance analysis for energy performance to meet code and benchmarking targets for applicable third-party rating systems.
- Design analysis and guidance for water usage to reduce the use of potable water in the building within the constraints of the project.
- Design recommendations for creating productive indoor environments.

Several scope items that specifically support the sustainable aspirations of the project include: Energy Performance Modeling, Envelope Optimization, Natural Ventilation/Passive Cooling Analysis, Water Cycle Analysis, On-site Energy Production, Energy Life Cycle Cost Analysis (ELCCA), and Indoor Environmental Quality.

LEED CERTIFICATION SUPPORT SERVICES

LEED Assumptions

- LEED NC v4 is the certification standard.
- The architect or a separate consultant will be the LEED certification champion.
- The Revit model will include enough detail for material and quantity take-offs to be used for the Life Cycle Assessment. LEED Tracking and Documentation.

LEED Tracking and Documentation

- Attend LEED credit review and strategy meetings.
- Track the progress of mechanical/electrical design elements in relation to the USGBC LEED rating system.
- Prepare mechanical/electrical documentation for the formal LEED application, including the following prerequisites and credits:
 - WE Prerequisite – Indoor Water Use Reduction
 - WE Prerequisite – Building Level Water Metering
 - WE Credit – Indoor Water Use Reduction
 - WE Credit – Cooling Tower Water Use
 - WE Credit – Water Metering
 - EA Prerequisite – Fundamental Commissioning (Cx) & Verification
 - EA Prerequisite – Minimum Energy Performance
 - EA Prerequisite – Building Level Energy Metering
 - EA Prerequisite – Fundamental Refrigerant Management
 - EA Credit – Optimize Energy Performance
 - EA Credit – Advanced Energy Metering
 - EA Credit – Renewable Energy Production
 - EA Credit – Enhanced Refrigerant Management
 - EA Credit - Green Power and Carbon Offsets
 - MR Credit – Life Cycle Impact Reduction
 - EQ Prerequisite – Minimum Indoor Air Quality Performance
 - EQ Credit – Enhanced Indoor Air Quality Strategies
 - EQ Credit – Thermal Comfort
 - EQ Credit – Interior Lighting
 - IN Credit – One innovation credit TBD

Subtasks and activities during this phase include:

- Attend design meetings, coordinate with the architect, owner and other consultants
- Develop system space requirements and calculations
- Conduct preliminary energy codes analysis.
- Coordinate duct size layout and penetrations
- Coordinate plumbing fixture types with COR and architect.
- Performance Plus Documents for fire alarm system (Develop separate Fire Alarm (FA) Drawings for device layouts to code in plan view (initiating, notification and control devices).
- Coordinate Fire Alarm device layout and location with the project design team members.
- Telecommunications Data/Voice Systems Design including integrated telecommunications data/voice distribution design, space-planning, outside plant for interconnection to the existing municipal campus and service providers, and coordination with the owner's telecommunications department and service providers.

- Performance-based system design for First Responder Emergency Broadcast Distribution Systems, public carrier cellular broadcast distribution systems, and two-way communications system design including: intercom, area of refuge/rescue, and emergency “blue light” telephones.
- Video surveillance systems, physical access control systems, intrusion detection systems, and mass notification/emergency communications systems

Deliverables:

- Drawings and narratives to define project system components. Drawings shall include equipment locations and main routings, details and diagrams.
- Preliminary specifications.
- Review of system construction cost estimates prepared by others.
- Cut sheets describing HVAC, plumbing, and electrical equipment.
- 80% Design Development Drawings
- 80% Design Development Specifications
- 100% Design Development Drawings
- 100% Design Development Specifications

Herrera

Based on the work performed under the previous scope of work and in coordination with the design team, Herrera will develop a Design Development level of civil engineering design for the site and utilities. Groundswell and Opsis will lead the design development site layout efforts, with input from Herrera for the utility layout, stormwater management, and site improvements. Herrera will respond to questions and provide input to the Opsis team on stormwater, utilities, grading, paving, and other civil engineering issues throughout the Design Development phase. Herrera will review and understand the site conditions, local development standards and municipal code sections related to civil engineering, and the project goals for sustainability. Herrera will provide cost estimating input into the overall project cost estimate prepared by the project cost estimating consultant. They will also coordinate with the design team to complete the necessary Critical Areas and SEPA Checklist documentation for project environmental permitting and respond to questions and provide input to the Opsis team on Environmental Critical Areas, design impacts, and required mitigation. Herrera will provide environmental permitting support for the project in preparation of final documents to support the permitting processes.

Subtasks and activities during this phase include:

- Response to Schematic Design comments.
- Attend two (2) hours of design and coordination meetings per week for sixteen (16) weeks.
- Attend up to eight (8) hours of LEED and Sustainability Meetings.
- Draft and final Design Development drawings.
- SEPA Environmental Checklist applicable to a Determination of Non-Significant (DNS) determination by the SEPA lead agency (City).
- One Herrera scientist will attend up to eight (8) coordination meetings, up to one hour in duration.
- Permitting will not involve federal or state permit processes.

Deliverables:

- Draft and Final Design Development Drawings, including:
 - Temporary Erosion and Sediment Control (TESC) Plan
 - TESC Notes and Details
 - Tree Preservation Plan

- Civil Engineering Site Plan
- Grading Plan
- Drainage Plan
- Utility Plan
- Civil Engineering Detail Sheets (up to three)
- Final Critical Areas Report and Mitigation Concept design and cost estimate
- Final SEPA Environmental Checklist
- Design Development cost estimate narrative
- Draft civil-related CSI specification sections
- 80% Design Development Drawings
- 80% Design Development Specifications
- 100% Design Development Drawings
- 100% Design Development Specifications

Groundswell

Groundswell will assist in the Design Development and layout of Exterior or “outdoor space” in this phase through the attendance at meetings with Opsis and the City of Redmond to review project parameters, gather available materials, identify additional information needed, scope, budget schedule and establish project timetable and deliverables. They will provide site reconnaissance visits with design team and client if necessary and review the site survey and request any additional information to fill data gaps. They plan to attend the workshops and meetings outlined below to discuss the project site goals and conduct three (3) coordination meetings and conference calls with client and design team to coordinate their efforts.

Subtasks and activities during this phase include

- Attend Design Development kickoff meeting with Opsis and design team to discuss scope, budget and schedule.
- Advance site design and incorporate feedback from City of Redmond and Opsis into the preferred site plan.
- Develop drawings, diagrams and narratives for DRB and Technical Pre-App Submittal.
- Attend DRB Pre Application Meeting.
- Prepare exhibits for Site Plan Entitlement Application.
- Submit Materials for three (3) Formal DRB Meetings.
- Attend three (3) DRB Meetings.
- Attend weekly Site Design Meetings with Opsis.
- Attend Bi-Weekly Team Meetings.
- Attend Monthly (COR) Meetings.
- Assist in the advancement of LEED strategies.

Deliverables:

- Tree Protection Plan
- Layout Plans
- Materials Plan
- Soil Preparation Plan
- Irrigation Conceptual Zone Plans (includes point of connection, mainline routing, and irrigation valve locations)
- Planting Area Plans noting plant types (e.g., tree, shrub, and groundcover), not specific plant species.

- Specifications in CSI outline format
- 80% Design Development Drawings
- 80% Design Development Specifications
- 100% Design Development Drawings
- 100% Design Development Specifications

LittleFish Lighting

LittleFish Lighting, Inc. (LFL) will act as the lighting designer of record and lead the lighting design effort. Design support, production and calculation assistance, and other specialty tasks, may be provided by sub-consultants to LFL as needed. LFL will provide design development-level lighting design for, exterior vehicular approach, surface parking lighting, pedestrian pathway lighting, main building exterior lighting, interior lighting of programmed spaces, interior circulation spaces, outdoor amenity lighting for hardscaped areas and Sammamish trail connection. LFL will coordinate with the electrical engineer of record and assist in writing the specifications including editing the 26 50 00 section for lighting.

Whenever possible, LFL will specify products that are standard and off-the-shelf. Selection of product is based on application, performance, durability and maintainability, as well as aesthetics. A Basis of Design specification will be provided. Alternatives put forth by the contractor will be reviewed during the appropriate phase.

Subtasks and activities during this phase include

- Design meetings with the project team. Six (6) one-hour and two (2) 90-minute lighting-specific meetings are included. All are assumed to be via electronic means, at this time.
- Select one system from those studied during the Schematic Design phase.
- Develop overall lighting system to meet requirements.
- Perform lighting calculations, as needed.
- Coordinate with design team members.

Deliverables:

- CAD Drawings and/or PDF markups on CAD bases provided by architect to show lighting locations, including mounting details and diagrams, as needed.
- Luminaire Schedule with associated Cut Sheets of Basis of Design lighting equipment.
- Lighting Controls Intent narrative.
- Edit of preliminary Specifications Section (26 5000) provided by electrical engineer.
- 80% Design Development Drawings
- 100% Design Development Drawings

Stantec

The following architectural acoustics and mechanical system noise and vibration control scope is included in this Proposal:

Architectural Acoustics is the creation of a desired interior acoustical atmosphere, or the control of sound transmission between adjacent rooms or spaces. For interior acoustic issues, we will prepare preliminary and final acoustical designs relating to surface treatments. For sound transmission between adjacent

spaces, we will recommend appropriate wall, ceiling, window, and opening types to provide the necessary acoustic separation, and will provide details of construction (wall joints, connections, penetrations, caulking, etc.) coordinated with applicable design disciplines to integrate acoustical remediation where and as required for desired acoustical performance.

Mechanical System Noise and Vibration Control addresses (a) Duct-borne noise which is created predominantly by fans and travels through ductwork into occupied spaces; (b) Airborne noise which radiates from the mechanical space into surrounding occupied areas; and (c) Structure-borne noise which is induced by vibration of the mechanical equipment and is perceived as noise in surrounding spaces. We will define the acceptable mechanical noise for each occupied room based upon generally accepted criteria; calculate expected noise levels from information provided in the mechanical design documents and by communication with the mechanical systems' designers as design progresses; and provide recommendations, details and specifications as required to reduce noise and vibration produced by the systems to appropriate performance criteria

Subtasks and activities during this phase include

- Review and confirm schematic documentation and Owner's program, budget, and schedule.
- Architectural base plans marked to key wall types and floor/ceiling Types
- Interior surface recommendations
- Preliminary specifications of pertinent acoustical materials and construction elements
- Preliminary mechanical system noise and vibration control measures coordination and recommendations.
- Preliminary specifications of mechanical/vibration materials, methods, and construction elements
- Design development meetings/site visits: 2 virtual meetings.

Deliverables:

- Architectural base plans marked to key wall types and floor/ceiling Types
- Preliminary specifications of pertinent acoustical materials and construction elements
- Preliminary specifications of mechanical/vibration materials, methods, and construction elements
- 80% Design Development Specification
- 100% Design Development Specifications

Halliday Associates

Halliday Associates (HA) will provide Food Service Design for the Redmond Senior and Community Center project. They will assist the design team in layout, space requirements and equipment selection for a catering kitchen. They will work with the consultant team to coordinate equipment requirements with mechanical, electrical and plumbing scopes.

Subtasks and activities during this phase include:

- Refine schematic plans to show additional detail.
- Prepare DD level numbered equipment plan with schedule of equipment.
- Provide cost estimate for Design Development.
- Provide DD level specification.
- Provide numbered equipment brochures.
- Participate in online meeting/phone conferences as required.

Deliverables:

- Kitchen layouts with equipment and storage requirements
- Schedule of equipment.
- Food service cost estimate for incorporation in project cost estimate
- Preliminary Food Service specification for inclusion with project narrative
- Numbered equipment brochures
- 80% Design Development Specification
- 100% Design Development Specifications

Code Unlimited

Code Unlimited will provide support for code compliance requirements for the site and building program areas for the Design Development phase. Review will be based on the 2018 International Building Code with amendments per WC 51-50 Washington State Building Code and 2018 International Fire Code with amendments per WC 51-54A Washington State Fire Code

Subtasks and activities during this phase include:

- Fire & Life Safety review of 50% Design Development drawings and provide mark-ups on the drawings in PDF format indicating code clarifications and areas of deficiency, concern, or need for verification.
- Attend one (1) meeting with the Design Team to review drawing mark-ups and identify key issues.
- Attend one (1) meeting with the Jurisdiction to establish compliance framework and streamline code compliance and documentation for the project.
- Provide up to eight (8) hours of addressing questions from the Design Team, including time for research and discussion on potential strategies for alternate compliance paths. Questions will be addressed in written format for clarity.

Deliverables:

- Provide one (1) Fire & Life Safety review of 50% Design Development drawings and provide mark-ups on the drawings in PDF format.

DCW

DCW will provide a probable construction cost estimate during Design Development including all elements as necessary for a complete cost estimate. The design team and DCW will work with the COR prior to the start of the cost estimate to develop an estimate format based on a Work Breakdown Structure (WBS). The WBS format will be used throughout the course of the project at each cost estimating milestone. A final revision to the construction cost estimate will be provided after review and commentary by the design team and COR. DCW will provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.

Subtasks and activities during this phase include:

- Prepare an opinion of probable construction costs including all elements as necessary for a complete cost estimate.
- Cost estimate will be prepared in Uniformat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary

by the team.

- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.
- Prepare a reconciliation comparative report identifying anomalies.
- Reconcile design cost with the contractor in person and/or in virtual meetings to achieve maximum 5% cost difference.
- Identify project risks during reconciliation and update risk register.
- Prepare a final reconciliation report.

Deliverables:

- Opinion of probable construction costs
- Final reconciliation report

The Shalleck Collaborative

The Shalleck Collaborative's (SC) work will be in two basic areas of consultation: architectural and engineering aspects that affect the facility's function, and theatre production systems and AV systems and accommodations. Typical architectural and engineering guidance includes program verification; performer and technical circulation, technical areas and stage configurations; and structural, mechanical and electrical criteria for production systems.

This proposal includes planning, criteria, design and oversight as described below for the following:

- Production Lighting at Presentation Platform
- Production Rigging at Presentation Platform
- AV Systems:
 - Multi-Use Community Room
 - Flexible Active Space
 - Classrooms
 - Conference Rooms
 - Library/Lounge/Game Area
 - Fitness Areas
 - Building-Wide background music/paging
 - Digital Signage / Room Scheduling

Subtasks and activities during this phase include:

- Assist the Architect and Engineers in developing the project within our field of responsibility. Solutions will be developed in meetings and in the form of sketches and written memoranda.
- Provide milestone deliverables as required in either AutoCAD or Revit. Documents will be provided electronically.
- Thorough review of one preliminary set and the final DD set of drawings.
- Provide AV systems budget recommendations.
- Attend virtual meetings.

Deliverables:

- 80% Design Development Drawings and specifications
- 100% Design Development Drawings and specifications

Morrison Hershfield

Morrison Hershfield will be to provide consultation on building envelope issues during the design development phase. Morrison Hershfield's methodology throughout the design and construction process is to work collaboratively with the Architect, Contractor and the Owner. The Architect's design team will prepare all Construction Documents such as drawings and specifications. We will review these documents as outlined in our scope of work and provide our recommendations with respect to appropriate assemblies for the proposed use and exposure of the building.

The review of the following building elements are included: exterior glazing; above-grade opaque exterior wall assemblies; roof assemblies; horizontal waterproofing (courtyard, deck, terrace, podium).

Subtasks and activities during this phase include:

- Drawing review(s) of architectural drawings of the building envelope systems with recommendations delivered in PDF file format.
- Review(s) of Outline Specifications (CSI Divisions 7 [thermal/waterproofing] and 8 [doors and windows]) relative to the building envelope.
- Provide recommendations for performance and testing requirements, relevant standards and acceptable materials/systems. Recommendations delivered in PDF file format.
- Attend design meetings via teleconference to discuss our review comments of the design documents.
- Provide ongoing consultation to review specific details, respond to emails or telephone calls, attend additional meetings or other services outside the defined deliverables.

Deliverables:

- Redline mark-ups: Design Development drawing and specifications
- Product data evaluations and recommendations

Mayer/Reed

Mayer/Reed will provide wayfinding, signage and graphic design services at the Design Development, level. Program scope includes multi-purpose activity rooms, senior library, classrooms, kitchen, fitness facilities and locker rooms. Campus and vehicular wayfinding are not included in this scope of work. The following services will be provided:

- Building Code Signage
 - Building Identity - building address and building mounted building name
 - ADA/IBC Code Room Signs - identification of various room types and occupancies when required. Identification of ADA routes and amenities when applicable
 - Egress signs - tactile exit route, accessible route, stairwell and elevators signs.
- Wayfinding Signage
 - Interior wayfinding - directories, directional signs, special area identity
 - User Regulatory Signs - miscellaneous signs to post user rules. May include building hours, no smoking, exit only, staff only, fitness room rules, etc. Excludes electrical and mechanical equipment labels.
 - Digital signage – includes location and message planning; assistance with architectural integration and review of digital signage vendor submittals. Hardware and software specification by others. Content programming additional services

Subtasks and activities during this phase include:

- Meet with the design team to review work scope and project schedule.
- Establish the project parameters based on client goals, quality levels and budget.
- Prepare preliminary code sign location plans, wayfinding strategy and proposed graphic areas. This work will be presented to the design team for feedback.
- Prepare concept sketches and design options for each sign type. This work will include typography studies, sign layouts, colors and materials and proposed graphic themes and style.
- Refine design options based on design team feedback and present to COR
- Attend Meetings: (1) Start-up, (3) Design Team Coordination, (1) Client presentation

Deliverables:

- 80% Design Development (assumed 11" x 17" presentation)
- 100% Design Development (assumed 11"x17" presentation)

CAYA Communications

CAYA will provide Community Engagement support on an as-needed basis throughout Design Development. Moving forward, the City of Redmond will continue to inform the public about the Design Development phase and involve the Stakeholder Group along the way. Seniors remain a primary audience and will be asked for feedback at key milestones. With these goals in mind, an ongoing public engagement plan will support the work of the city and the larger design team. CAYA will develop and implement activities that move this project forward. The following tasks are organized to align with the approach from Opsis and its team members, beginning with Design Development and Construction Documents.

Subtasks and activities during this phase include:

- Keep the Stakeholder Group engaged, but at a reduced level from previous efforts.
- Digital outreach will continue, such as a project inbox and comment tracking system through EnviroIssues' proprietary tool, EnviroLytical.
- Outreach to seniors and other groups as determined by the COR.
- City Council touchpoints as required.
- Virtual engagement meetings with city staff as needed.
- As needed participation in workshops between Opsis and COR.
- As needed iteration on the engagement plan and workback schedule.
- As needed meetings and emails between Opsis and the consultant team.
- A community survey with COR's LetsConnect account if necessary.
- Coordination with EnviroIssues' team for on-call support in graphics, website development.

Deliverables:

- Agendas, meeting invites, and meeting notes from Stakeholder Group meetings
- Emails out to Stakeholders and any additional Stakeholder Group coordination as needed
- Summaries of inbox communications through EnviroLytical
- LetsConnect surveys as needed
- Posting of Stakeholder Group minutes to project website
- Schedule for all Stakeholder Group meetings posted to project website
- Posting Council meeting agendas and recordings after Council meetings

Enviroissues

Envirolssues will continue to provide project website management as a tool for community engagement throughout Design Development. Digital engagement will continue to play a prominent role on this project. The existing project website, separate from materials on the city's main website, provides timely and useful information to the public, support tools for input (such as embedded poll questions), and offers a platform for drawings and design files to be seen and understood by stakeholders. This task includes ongoing site maintenance, monthly updates, and new content as needed.

Subtasks and activities during this phase include:

- Project website will be in English, with Google Translate
- Envirolssues will purchase a two-year domain license
- Current branding and logo for Redmond Senior & Community Center will be used, with some minor tweaks to icons and tagline if necessary
- Approved content provided by city staff and Opsis before design work begins
- Major refreshes by Envirolssues; "on-demand" or same-day uploads will be assessed depending on staff availability before close of business

Deliverables:

- Hosting of project website
- Inventory of PDF files posted to the site

Joe Thurston – Art Master Plan

As a part of the Master Planning effort Joe will work with the design team to get an understanding of the project and evaluate opportunities for art integration. He will also meet with the Redmond community to fully understand their needs and then create an Arts Masterplan that includes opportunity for additional art calls. Upon completion of the Art Master Plan, he will work with Chris Weber to create the criteria for the Call for Artists for additional art opportunities. Joe will design, fabricate and install a minimum of one art piece for this project (with Arts and Culture Commission approval). He will also coordinate with the other artists and design team to help share the vision of the project and goals of the Arts Masterplan.

Subtasks and activities during this phase include:

- Participate in 2 (two) Arts & Culture Commission Meetings (TBD)
- Participate in 2 (two) Core Group meetings (Tentative September 30 and October 27)
- Participate in Stakeholder meetings (Tentative October 18 or November 15)
- Participate in an Artist Q&A session prior to the Call closing
- Attend/host 1 (one) Artist Vision Meeting (to take place just after artist selection in order to go over Arts Masterplan and overall vision)

Deliverables:

- RSCC Art Master Plan

Task 4 – Construction Documents

Opsis Architecture

Opsis will provide Architectural Design services consisting of preparation of drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the project. During this task specifications will be completed. Opsis will coordinate specifications prepared by other disciplines and compile the project manual. Permitting and bid packages will also be completed in two separate packages. Opsis will coordinate with Absher to facilitate in the bidding process. As in previous phases, the design team will meet regularly with the COR and regulatory agencies to facilitate integration of all program and equipment elements necessary for building operations.

Subtasks and activities during this phase include:

- Complete final LEED scorecard and verify LEED Gold requirements have been incorporated into the project documents.
- Final detailed, dimensioned, and notated building plans.
- Incorporate and detail all major plan elements of the building for all floors, coordinated with consultant team documents.
- Complete design of all building components (walls, windows, doors, etc.).
- Finalize furniture layouts and material selections.
- Finalize all elevator, stair and MEP shaft detailing.
- Confirm that all circulation elements conform with building and accessibility codes.
- Verify that all program requirements are incorporated in the plans including support areas such as staff break rooms / toilets, building storage areas, janitor closets and trash rooms and recycling.
- Finalize building elevations and include all detail call outs. Clearly indicate the extent of material and construction type use.
- Confirm final alternatives list with COR and Absher during cost reconciliation.
- Finalize building sections including all foundation details. Indicate floor to floor dimensions, ceiling heights, all structural elements and all MEP transfer or horizontal distribution equipment.
- Prepare digital models and perspective renderings to facilitate decision making.
- Finalize selections of major building systems with construction materials noted on the drawings or described in writing.
- Finalize exterior wall sections, exterior details and exterior wall types.
- Finalize ceiling heights based on accommodation of structural member sizes and MEP pathways.
- Finalize exterior and interior partition type sheet for typical wall assemblies
- Finalize all detail sheets

Deliverables:

- Permit Package 1
- 50% Construction Document Drawings
- 50% Construction Document Specification
- Permit Package 2
- 100% Construction Document Drawings
- 100% Construction Document Specifications

Johnston Architects (JA)

JA will provide Architectural Design services in support of Opsis Architecture. JA will continue to lead and coordinate the building permit effort during this task. They will continue to provide production assistance of Construction Documents outlined in the Opsis scope of work above.

Subtasks and activities during this phase include:

- Provide document support for subtasks outlined under Opsis scope
- Coordinate and manage Redmond's entitlements/permitting process for Permit Packages 1 and 2.

Deliverables:

- Permit Package 1
- 50% Construction Document Drawings
- Permit Package 2
- 100% Construction Document Drawings

Michael Thrailkill

During the Construction Documents phase, Michael Thrailkill (MT) will continue to work with the design team to create the Construction Documents level specifications for the cost estimate and 100% CD package.

Subtasks and activities during this phase include:

- Four (4) meetings and/ or conference calls
- Utilization of Coordination Matrix
- Finalize specifications for Division 01 - General Requirements will be produced by MT in consultation with Opsis Architecture.
- Finalize structural specifications for Divisions 03, 04, 05 and/ or 06 will be produced by MT, with review and comment by Lund | Opsahl
- Door hardware sets and specifications for Division 08 will be provided by Opsis 'manufacturer representative to be included in the specifications.
- Coordinate final specifications with PAE for Divisions 21, 22, 23, 26, 27 and/or 28.
- Coordinate final specifications with Civil, Structural and Landscape Divisions 02, 31, 32 and/ or 33.
- Coordinate final specifications for food service and theatrical specifications.

Deliverables:

- 50% Construction Document Specifications
- 100% Construction Document Specifications

Lund Opsahl

Lund Opsahl (LO) will finalize structural systems outlined in the Design Development package. The heavy timber framed system of beams and columns with CLT planks for floors and roofs will be detailed as a finish system exposed to view. In order to meet the project schedule, the intent is to complete the structural package at the midpoint of this task. This will include submitting the structural scope of work in Permit Package 1.

Subtasks and activities during this phase include:

- Prepare structural design of primary structural system
- Designate elements to be designed by specialty engineers and specify structural criteria for specialty engineers design of pre-engineered structural elements.
- Review effect of secondary or non-structural elements attached to primary structural system.
- Assist in coordination with building officials.
- Finalize structural calculations.
- Finalize structural drawings and specifications – Structural packages shall be an early foundation package and a building package.
- Participate in coordination of the structural documents with those of other disciplines.
- Submit Construction Documents for approval by building official.

Deliverables:

- Review and edits of project specifications
- Permit Package 1 Structural Drawings.
- 50% Construction Document Drawings
- Permit Package 2 Structural Drawings.
- 100% Construction Document Drawings

PAE (MEP / Building Analysis and Modeling / Fire Alarm / Technology / LEED Certification Support)

During the Construction Document phase PAE will review design standards and owner project requirements to help assist the design team, COR and other consultants with preparation of construction documents. PAE will provide a full and complete documentation of mechanical, electrical and plumbing systems for the project. The systems will be coordinated with all other disciplines and meet the sustainability goals of the project. LEED support services and building analysis modeling (BAM) are outlined under Task 3.

Subtasks and activities during this phase include:

- Attend design meetings coordinate with the architect, owner and other consultants
- Finalize system space requirements and calculations
- Finalize energy codes analysis.
- Finalize duct size layout and penetrations
- Complete all Performance Plus Documents for fire alarm system (Develop separate Fire Alarm (FA) Drawings for device layouts to code in plan view (initiating, notification and control devices).
- Finalize Fire Alarm device layout and location with the project design team members.
- Finalize Telecommunications Data/Voice Systems Design.
- Finalize Performance-based system design for First Responder Emergency Broadcast Distribution Systems, public carrier cellular broadcast distribution systems, and two-way communications system design including: intercom, area of refuge/rescue, and emergency “blue light” telephones.
- Complete Video surveillance system design

Deliverables:

- Review of system construction cost estimates prepared by others.
- Updated cut sheets describing HVAC, plumbing, and electrical equipment.
- 50% Construction Document Drawings
- 50% Construction Document Specifications
- 100% Construction Document Drawings
- 100% Construction Document Specifications

Herrera

Based on the Design Development drawings and in coordination with the design team, Herrera will develop Construction Document level civil engineering design for the site and utilities. Groundswell and Opsis will lead the site layout efforts, with input from Herrera for the utility layout, stormwater management, and site improvements.

Herrera will respond to questions and provide input to the Opsis team on stormwater, utilities, grading, paving, and other Civil Engineering issues throughout the Construction Documents phase. Herrera will provide cost estimating input into the overall project cost estimate prepared by the project cost estimating consultant.

Subtasks and activities during this phase include:

- Response to Design Development comments.
- Coordination and incorporation of land use and site plan entitlements review into the Construction Documents.
- Attend two (2) hours of design and coordination meetings per week for twenty-four (24) weeks.
- Attend up to eight (8) hours of LEED and Sustainability Meetings.
- Draft and final Construction Documents.

Deliverables:

- Draft and Final Construction Drawings, including:
 - Legend and Abbreviations
 - Temporary Erosion and Sediment Control (TESC) Plan
 - TESC Notes and Details
 - Tree Preservation Plan
 - Civil Engineering Site Plan
 - Grading Plan
 - Drainage Plan
 - Utility Plan
 - Civil Engineering Detail Sheets (up to three)
- Construction Document cost estimate narrative
- Draft and Final civil-related CSI specification sections
- Response to Design Development comments
- Final Stormwater Report
- Draft and Final LEED documentation
- 50% Construction Document Drawings and specifications
- 100% Construction Document Drawings and specifications

Groundswell

Groundswell will assist in the Construction Documents and layout of Exterior or “outdoor space” in this phase through the attendance at meetings with Opsis and the City of Redmond to review project parameters, gather available materials, identify additional information needed, scope, budget schedule and establish project timetable and deliverables. They will continue site reconnaissance visits with design team and client if necessary and review the site survey and request any additional information to fill data gaps. They plan to attend the workshops and meetings outlined below to discuss the project site goals and conduct three (3) coordination meetings and conference calls with client and design team to coordinate our efforts.

Subtasks and activities during this phase include

- Attend Construction Documentation kickoff meeting with Opsis and design team to discuss scope, budget and schedule.
- Respond to comments and incorporate this information into the Construction Documents.
- Review the construction budget, schedule and milestones. Obtain approval to proceed with Construction Documentation.
- Assist team in preparing LEED documentation package relevant to Groundswell’s scope of work.
- Advance and submit Early Site Package. 4.6 Advance and submit 50% Construction Documents.
- Review cost estimates provided by DCW at 50% submittal.
- Incorporate review comments following 50% submittal.
- Advance and submit 90% Construction Documents.
- Review cost estimates developed by DCW at 90% submittal.
- Incorporate review comments following 90% submittal.
- Advance and submit 100% Construction Documents.
- Attend weekly Site Design Meeting with Opsis.
- Attend Bi-Weekly Team Meetings with Opsis.
- Attend Monthly City of Redmond (COR) Meetings.

Deliverables:

- Tree Protection Plan
- Site Layout Plan
- Site Materials Plan
- Soil Preparation Plan
- Irrigation Plan and Details
- Planting Plan and Details
- Site Construction Details
- Specifications in CSI format
- 50% Construction Document Drawings and specifications
- 100% Construction Document Drawings and specifications

LittleFish Lighting

LittleFish Lighting, Inc. (LFL) will expand upon the design development effort to provide Construction Document-level lighting design for, exterior vehicular approach, surface parking lighting, pedestrian pathway lighting, main building exterior lighting, interior lighting of programmed spaces, interior circulation spaces, outdoor amenity lighting for hardscaped areas and Sammamish trail connection

Subtasks and activities during this phase include

- Design meetings with the project team. Six (6) one-hour lighting-specific meetings are included. All are assumed to be via electronic means, at this time.
- Coordinate with electrical engineer and provide necessary information for code compliance.
- Finalize/make adjustments to drawings for handover to electrical engineer for completion of Construction Documents.
- Review and redline lighting layout plans, as provided by electrical engineer/architect/landscape architect.
- Produce final Luminaire Schedule with complete Cut Sheet package of lighting equipment supporting Basis of Design.

Deliverables:

- Edit of final Project Specifications, as provided by electrical engineer.
- 50% Construction Document Drawings and specifications
- 100% Construction Document Drawings and specifications

Stantec

Stantec will build upon the design document scope previously outlined to assist the design team in the Construction Document phase to create the desired interior acoustical atmosphere, or the control of sound transmission between adjacent rooms or spaces. Final acoustical designs relating to surface treatments will be provided along with recommend appropriate wall, ceiling, window, and opening types to provide the necessary acoustic separation. Stantec will provide details of construction (wall joints, connections, penetrations, caulking, etc.) coordinated with applicable design disciplines to integrate acoustical remediation where and as required for desired acoustical performance.

Stantec will provide final mechanical design documents and by communication with the mechanical systems' designers as design progresses; and provide recommendations, details and specifications as required to reduce noise and vibration produced by the systems to appropriate performance criteria

Subtasks and activities during this phase include

- Review and confirm design development documentation and Owner's program, budget, and schedule
- Acoustical construction details and assembly types prepared in AutoCAD compatible format
- Construction specifications of acoustical materials and assembly types
- Finalize mechanical system noise and vibration control recommendations and provide details where needed.
- Construction specifications of mechanical/vibration materials, devices, and sound power levels
- Written descriptions of construction instructions, catalog cuts and completed performance criteria
- Construction Documents meetings/site visits: 2 virtual meetings.

Deliverables:

- Construction specifications of acoustical materials and assembly types.
- Construction specifications of mechanical/vibration materials, devices, and sound power levels.
- Written descriptions of construction instructions, catalog cuts and completed performance criteria.
- 50% Construction Document Specifications
- 100% Construction Document Specifications

Halliday Associates

HA will provide Food Service Design for the Redmond Senior and Community Center Project. They will assist the design team in layout, space requirements and equipment selection for a catering kitchen. They will work with the consultant team to coordinate equipment requirements with mechanical, electrical and plumbing scopes.

Subtasks and activities during this phase include:

- Finalized floor plan with schedule of equipment developed from dimensioned structural plan furnished by Opsis.
- Provide plumbing, electrical, and mechanical connection drawings. Dimensioned rough-in locations provided by the Kitchen Equipment sub-contractor.
- Design mechanical refrigeration systems and detail cold storage rooms for product cooling.
- Detail all custom fabricated food service equipment.
- Include Kitchen/Serving space interior elevations.
- Provide drawings of all special building conditions related to the Food Service Equipment.
- Prepare Section 114000 specifications for all Kitchen/Serving Equipment in accordance with CSI format for inclusion in Opsis bid documents.
- Check all related architectural and engineering drawings.
- Assist in Permit application, review, and information coordination for Department of Health.
- Prepare revised drawings and specifications as required as a result of permit review process.
- Participate in online meeting/phone conferences as required.
- Planning shall be accomplished in accordance with all governing codes.

Deliverables:

- Provide drawings of all special building conditions related to the Food Service Equipment.
- Prepare Section 114000 specifications for all Kitchen/Serving Equipment
- 50% Construction Document Drawings and specifications
- 100% Construction Document Drawings and specifications

Code Unlimited

Code Unlimited will continue to provide support for code compliance requirements for the site and building program areas for the Construction Document phase. They will assist in addressing questions include questions from the Design Team, Owner, Contractor, and/or Jurisdiction. Questions will be addressed in written format for clarity.

Subtasks and activities during this phase include:

- Provide one (1) Fire & Life Safety review of Code Summary Sheets prepared by Opsis Architecture for format and content. Provide markups on the drawings in PDF format at the 50% and 90% drawing sets for the Construction Documents Phase.
- Attend one (1) meeting with the Design Team to review drawing mark-ups and identify key issues.
- Provide up to eight (8) hours of addressing questions. This may include questions from the Design Team, Owner, Contractor, and/or Jurisdiction. Questions will be addressed in written format for clarity.

Deliverables:

- One (1) Fire & Life Safety review of Code Summary Sheets prepared by Opsis Architecture for format and content.
- Markups on the drawings in PDF format at the 50% and 90% drawing sets for the Construction Documents Phase.

DCW

DCW will provide a level probable construction cost estimate during the Construction Document phase including all elements as necessary for a complete cost estimate.

Subtasks and activities during this phase include:

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.
- Prepare a reconciliation comparative report identifying anomalies.
- Reconcile design cost with the contractor in person and/or in virtual meetings to achieve maximum 5% cost difference.
- Identify project risks during reconciliation and update risk register.
- Prepare a final reconciliation report

Deliverables:

- Opinion of probable construction costs
Final reconciliation report

The Shalleck Collaborative

The SC's work will continue to collaborate on architectural and engineering aspects that affect the facility's function, and theatre production systems and AV systems and accommodations. During the Construction Document phase SC will finalize the design of the Production Lighting at Presentation Platform and AV Systems for the Multi-Use Community Room, Flexible Active Space, Classrooms, Conference Rooms, Library/Lounge/Game Area, Fitness Areas, Building-Wide background music/paging and Digital Signage / Room Scheduling.

Subtasks and activities during this phase include:

- Continue to assist the Architect and Engineers in developing detail of the project within their field of responsibility.
- Provide milestone deliverables as required in either AutoCAD or Revit. Documents will be provided electronically.
- Provide a thorough review of one preliminary set and the final CD set of drawings.
- Provide AV systems budget recommendations.
- Attend virtual meetings as required.

Deliverables:

- 50% Construction Document Drawings and specifications
- 100% Construction Document Drawings and specifications

Morrison Hershfield

Morrison Hershfield will continue to provide consultation and input regarding the building envelope during the Construction Document phase. They will continue to review architectural documents as outlined in the subtasks below and provide recommendations with respect to appropriate assemblies for the proposed use and exposure of the building.

Subtasks and activities during this phase include:

- Review architectural drawings of the building envelope systems provided to us by the Design Professional at 50% Construction Documents.
 - Recommendations delivered in PDF file format.
- Review specifications (CSI Divisions 7 [thermal/waterproofing] and 8 [doors and windows]) relative to the building envelope.
 - Recommendations delivered in PDF file format.
- Attend meeting(s) via teleconference to discuss our review comments of the design documents.
- Provide ongoing consultation to review specific details, respond to email correspondence or telephone calls, attend additional meetings, or other services outside the defined deliverables.

Deliverables:

- Redline mark-ups: Construction Document drawing and specifications
- Product data evaluations and recommendations

Mayer/Reed

Mayer/Reed will continue to provide wayfinding, signage and graphic design services at the Construction Document level. This phase will include the final design and documentation of building code signage and wayfinding signage.

Subtasks and activities during this phase include:

- Upon review and approval of the Design Development documents, make necessary adjustments, update sign schedules, sign location plans, fabrication details and prepare draft technical specifications. These documents will be submitted for final owner and design team review before final submission for bidding.
- Meetings: (3) Design Team Coordination, (2) Client Meetings at 75% and 100%

Deliverables:

- 50% Construction Documents
- 100% Construction Documents, Permit Set, Issued for Bid

CAYA Communications

CAYA will provide Community Engagement support on an add needed basis throughout Construction Document phase.

Subtasks and activities during this phase include:

- Digital outreach will continue, such as a project inbox and comment tracking system through EnviroIssues' proprietary tool, EnviroLytical.
- Outreach to seniors and other groups as determined by the COR.
- City Council touchpoints as required.
- Virtual engagement meetings with city staff as needed.
- As needed meetings and emails between Opsis and the consultant team.
- Coordination with EnviroIssues' team for on-call support in graphics, website development.

Deliverables:

- Agendas, meeting invites, and meeting notes from Stakeholder Group meeting
- Emails out to Stakeholders and any additional Stakeholder Group coordination as needed
- Summaries of inbox communications through EnviroLytical
- LetsConnect surveys as needed
- Posting of Stakeholder Group minutes to project website
- Schedule for all Stakeholder Group meetings posted to project website
- Posting Council meeting agendas and recordings after Council meetings

Enviroissues

EnviroIssues will continue to provide project website management as a tool for community engagement throughout the Construction Document phase

Subtasks and activities during this phase include:

- Project website will be in English, with Google Translate
- EnviroIssues will purchase a two-year domain license
- Current branding and logo for Redmond Senior & Community Center will be used, with some minor tweaks to icons and tagline if necessary
- Approved content provided by city staff and Opsis before design work begins
- Major refreshes by EnviroIssues; "on-demand" or same-day uploads will be assessed depending on staff availability before close of business

Deliverables:

- Hosting of project website
- Inventory of PDF files posted to the site

Task 5 – Bidding/Permitting

The design team will support the project during permitting, bidding, and negotiation phase. Work will involve coordination with all team members to respond to questions and issues raised during weekly coordination meetings and the permitting process. The design team will assist with requests for information, preparation of addenda and bid analysis.

Subtasks and activities during this phase include:

- Submit all stamped and signed documents required for permitting.
- Design team in its entirety shall respond to permit comments.
- Revise drawings and resubmit to planning department.
- Produce Bid Set documents.
- Attend pre-bid conference.
- Prepare addenda during bid period as necessary.
- Assist in review of bids.

Deliverables:

- Permit Package 1
- Permit Package 2
- Addendum drawings

PROJECT SCHEDULE

We have developed a Phase 2 schedule that is included at the end of the scope of work. The Design Development, Construction Document and Bidding/Permitting schedule is based on a high level of interaction with COR and Absher as well as strategic milestone touch points with the stakeholder group (SG). The list of scheduled COR and Stakeholder updates is as follows:

Design Development

COR Meeting 17 (Sept 14)

- Interiors Focus

COR Meeting 18 (Sept 30)

- Performance / Food Service / Events

COR Meeting 19 (Oct 14)

- MEP / Lighting

Stakeholder Group Update 1 (Oct 18)

- Agenda TBD

COR Meeting 20 (Oct 27)

- Landscape / Civil

COR Meeting 21 (Nov 4)

- Sustainability - 11/4

Stakeholder Group Update 2 (Nov 15)

- Agenda TBD

COR Meeting 22 (Nov 18)

- Review 80% DD Set

COR Meeting 23 (Dec 2)

- Review VE and Alternates

COR Meeting 24 (Dec 16)

- Cost and Scope

Construction Documents

- COR Meeting 25** (Jan 13)
 - Agenda TBD
- COR Meeting 26** (Jan 27)
 - Agenda TBD
- COR Meeting 27** (Feb 10)
 - Agenda TBD
- Stakeholder Group Update 3** (Feb 21)
 - Agenda TBD
- COR Meeting 28** (Feb 24)
 - Agenda TBD
- COR Meeting 29** (Mar 10)
 - Agenda TBD
- COR Meeting 30** (Mar 24)
 - Agenda TBD
- COR Meeting 31** (Apr 14)
 - Agenda TBD
- COR Meeting 32** (Apr 28)
 - Agenda TBD
- COR Meeting 33** (May 12)
 - Agenda TBD
- COR Meeting 34** (May 26)
 - Final Review

FEE

Proposed fee for the Phase 2 Design Development, Construction Document and Bid/Permitting scope of work for the Redmond Senior and Community Center are include in (Exhibit D) Consultant Fee Determination.

Please feel free to reach to me or Chris Roberts if you have any questions. We look forward to working with you on this signature “quality of life” facility for Redmond’s seniors and the greater community.

Sincerely,



James G. Kalvelage, Partner, FAIA, LEED AP BD+C
Opsis Architecture, LLP

**REDMOND SENIOR COMMUNITY CENTER
DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENT SCHEDULE**

09.02.2021

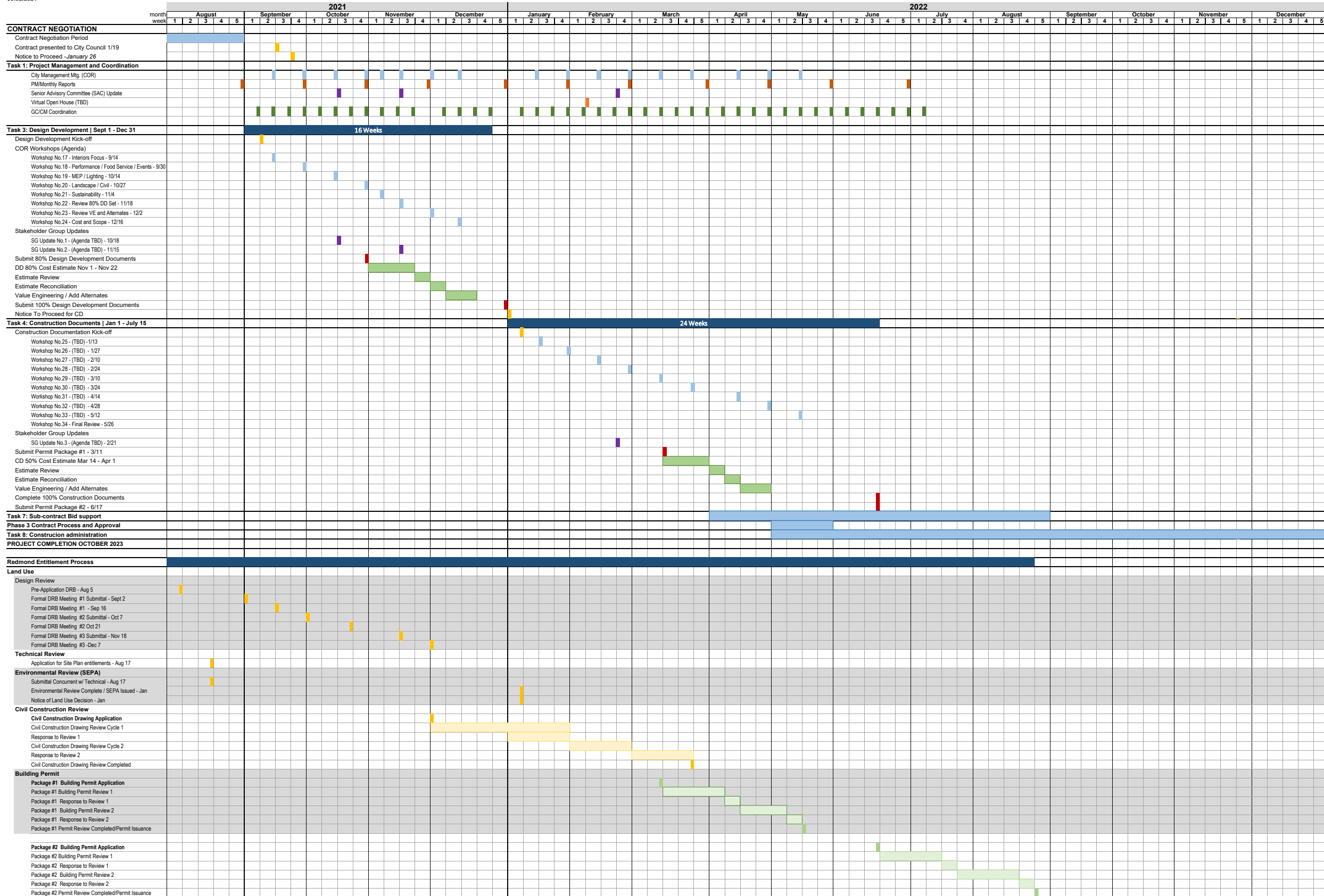


Exhibit D
Prime Consultant Cost Computations

Exhibit D

Consultant Fee Determination

Project Name: Redmond Senior & Community Center
 Project Number: 50022024.05.01.02
 Consultant: Opsis Architecture

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 200%	Fee (Profit)		Total Hourly Rate	Total	
				26%				
Partner/Senior Designer	83	\$ 81.00	\$162.00	\$20.70		\$264	\$21,887	
Project Manager	521	\$ 63.00	\$126.00	\$16.10		\$205	\$106,855	
Project Architect	1,713	\$ 54.00	\$108.00	\$13.80		\$176	\$301,140	
Architect 5/6	795	\$ 43.00	\$86.00	\$10.99		\$140	\$111,289	
Architect 4	1,594	\$ 40.00	\$80.00	\$10.22		\$130	\$207,571	
Interior Designer	579	\$ 40.00	\$80.00	\$10.22		\$130	\$75,397	
Sustainability Coordinator	435	\$ 45.00	\$90.00	\$11.50		\$146	\$63,726	
Project Assistant	223	\$ 30.00	\$60.00	\$7.67		\$97.67	\$21,779	
Total Hours							Subtotal:	\$909,645

REIMBURSABLES

Mileage							\$300
Reproduction (copies, plots, etc.)							\$1,500
Miscellaneous							\$200
Subtotal:							\$2,000

SUBCONSULTANT COSTS (See Exhibit E)

Johnston Architects							\$233,952
M. Thraillkill Architect							\$32,731
Lund Opsahl							\$188,415
PAE							\$395,244
Herrerra							\$100,564
Groundswell							\$118,326
EnviroIssues							\$20,000
CAYA Communications							\$12,240
Shalleck Collaborative							\$62,026
LittleFish							\$40,530
Stantec							\$25,350
Halliday Associates							\$11,891
Code Unlimited							\$18,869
Morrison Hershfield							\$22,700
DCW							\$24,585
Mayer/Reed							\$38,446
Joe Thurston							\$30,000
Subtotal:							\$1,375,869

Total: \$2,287,514

Contingency: 125,000

GRAND TOTAL: \$2,412,514

Exhibit E

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

EXHIBIT E

Subcontracted Work

Project Name: Redmond Senior & Community Center
Project Number: 50022024.05.01.02
Consultant: Opsis Architecture

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

Subconsultant	Work Description	Amount
Johnston Architects	Associate Arch . & Land Use Planning	\$233,952
M.Thraillkill Architect	Specifications	\$32,731
Lund Opsahl	Structural Engineering	\$188,415
PAE	MEP, FP,LV, AV, Energy Modeling	\$395,244
Herrerra	Civil	\$100,564
Groundswell	Landscape	\$118,326
EnviroIssues	Website	\$20,000
CAYA Communications	Community Outreach	\$12,240
Shalleck Collaborative	Audio/Visual	\$62,026
LittleFish	Lighting	\$40,530
Stantec	Acoustics	\$25,350
Halliday Associates	Food Service	\$11,891
Code Unlimited	Code Review	\$18,869
Morrison Hershfield	Building Envelope	\$22,700
DCW	Cost Estimate	\$24,585
Mayer/Reed	Signage/Wayfinding	\$38,446
Joe Thurston	Arts Masterplan	\$30,000
	Total:	\$1,375,869



Memorandum

Date: 9/14/2021
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-442
Type: Committee Memo

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

Public Works	Dave Juarez	425-556-2733
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DEPARTMENT STAFF:

Public Works	Gina Schroeder	Traffic Safety Program Administrator
Public Works	Paul Cho	Traffic Operations Safety and Engineering Manager
Public Works	Steve Flude	Deputy Director- City Engineer

TITLE:

Approval to Lower the Maximum Speed on Redmond-Woodinville Road between NE 90th Street and NE 87th Street

OVERVIEW STATEMENT:

The existing speed of 40 mph in this corridor exceeds the City’s Transportation Master Plan guidance for a Minor Arterial. NE 90th St is the gateway to the Downtown Area and the lower speed will support this Pedestrian Priority Zone. NE 87th St south to Cleveland Street is currently 30 mph, this change will extend the 30 mph speed north to NE 90th St.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
The Community Strategic Plan supports increasing transportation choices and walkability. The Transportation Master Plan Vision relies heavily on a successful pedestrian system, improving safety and providing for needs of the greatest generators of pedestrian traffic.
- **Required:**
RMC 10.24 SPEED REGULATIONS; 10.24.60 Schedule

- **Council Request:**
N/A
- **Other Key Facts:**
 - Pedestrians frequently cross mid-block and at intersections without crosswalk markings in this corridor. Lowering the speed limit to 30 mph will allow for the eventual installation of a flashing crosswalk.
 - We are requesting this item to go forward for Council approval at the October 5, 2021 Council business meeting.

OUTCOMES:

The speed limit will now align with Redmond’s design guidance for Minor Arterials. Pedestrians will benefit from the friendlier speeds, allowing easier crossings of Red-Wood Road.

The City’s goal, in alignment with WSDOT, is a phased approach.

Phase 1: Lower the speed- WSDOT will be removing the existing speed limit signs and installing the new ones at no charge to the City.

Phase 2: City of Redmond will install roadway speed reduction elements such as painted lines and medians and a flashing marked crosswalk with new ADA ramps. Cost is estimated at \$250,000, paid for by City of Redmond.

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:

Phase 1: No Cost for this ordinance change or implementation of new signs.
Phase 2: \$250,000. No current funding; will request funding in the 2023-2024 budget.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/5/2021	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Pedestrians will continue to cross at unmarked locations with vehicles traveling at high speeds and there will likely be additional pedestrian and vehicle collisions.

ATTACHMENTS:

Attachment A: Additional Background Information

Attachment B: Map of proposed speed reduction

Attachment C: Zoning Maps

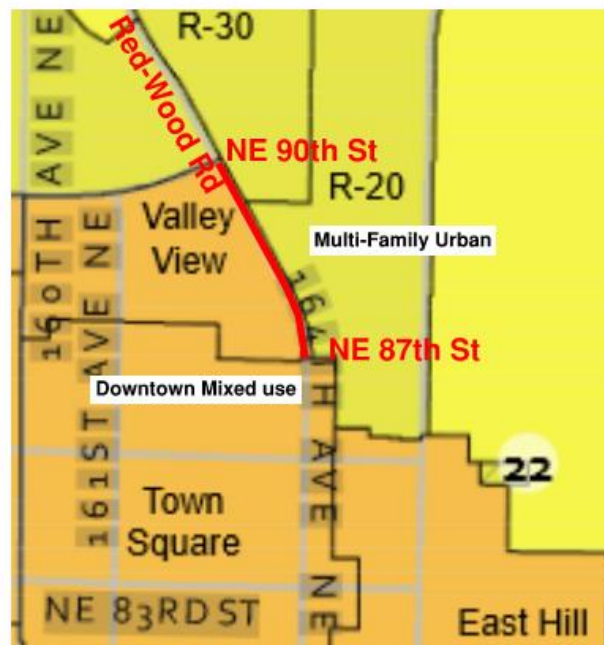
Attachment D: Code Ordinance Speed Limits

Additional Background Information/Description of Proposal

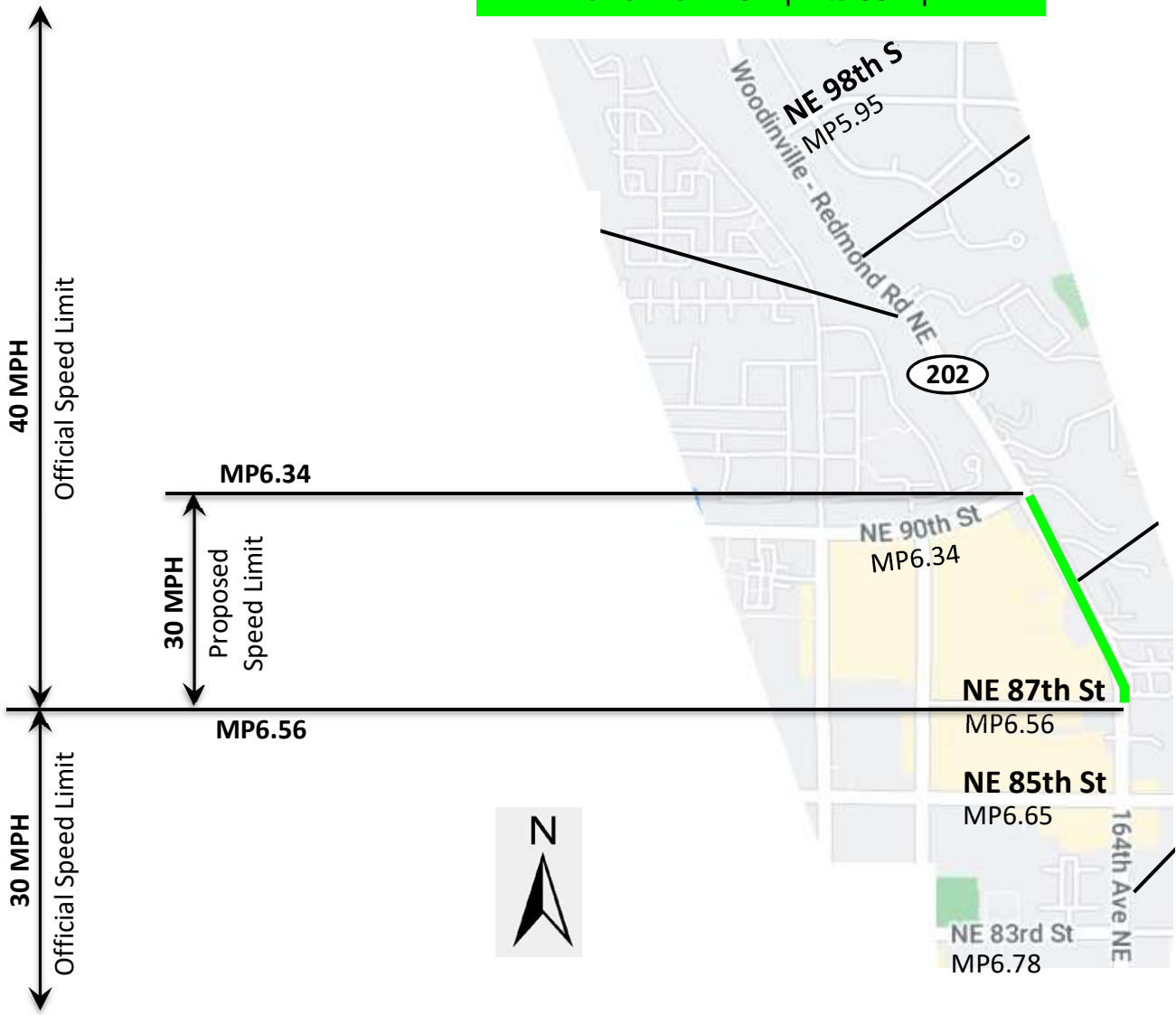
Redmond-Woodinville Road Speed Reduction between NE 90th St & NE 87th St

- Citizens and businesses frequently request a marked crosswalk at NE 87th St.
- With a speed limit of 40 mph, a large volume of traffic and limited sight distance, a marked crosswalk would require a signal, which is very costly and not ideal for traffic flow.
- Given this corridor is a minor arterial and to be in line with the City's Transportation Master Plan guidance, the speed limit should be lower than 40 mph. 30 mph is the current speed limit on Red-Wood Rd starting at NE 87th St which is proposed to extend north to NE 90th St.
- With the reduction of the speed limit, a lower cost flashing crosswalk could be installed.
- This would support the City's Strategic Plan to continue investments in community vitality and walkability.
- This also supports the Transportation Master Plan for a walkable Redmond and providing for the needs of the greatest generators (**Downtown Mixed Use on the west side**) of pedestrian traffic (**Multi-Family Urban on the eastside**).
- Increases Transportation Equity for those who walk or use a wheelchair
- Before a flashing crosswalk can be installed, the speed limit must be lowered.
- Speed studies have been conducted and WSDOT has reviewed the data and zoning of the corridor. WSDOT supports this speed reduction and the eventual installation of a crosswalk.
- Once the ordinance change is approved, the signed ordinance will be sent to WSDOT to process.
- WSDOT will remove the existing speed limit signs and install the new ones.
- The speed reduction itself will not result in any expense to the city.

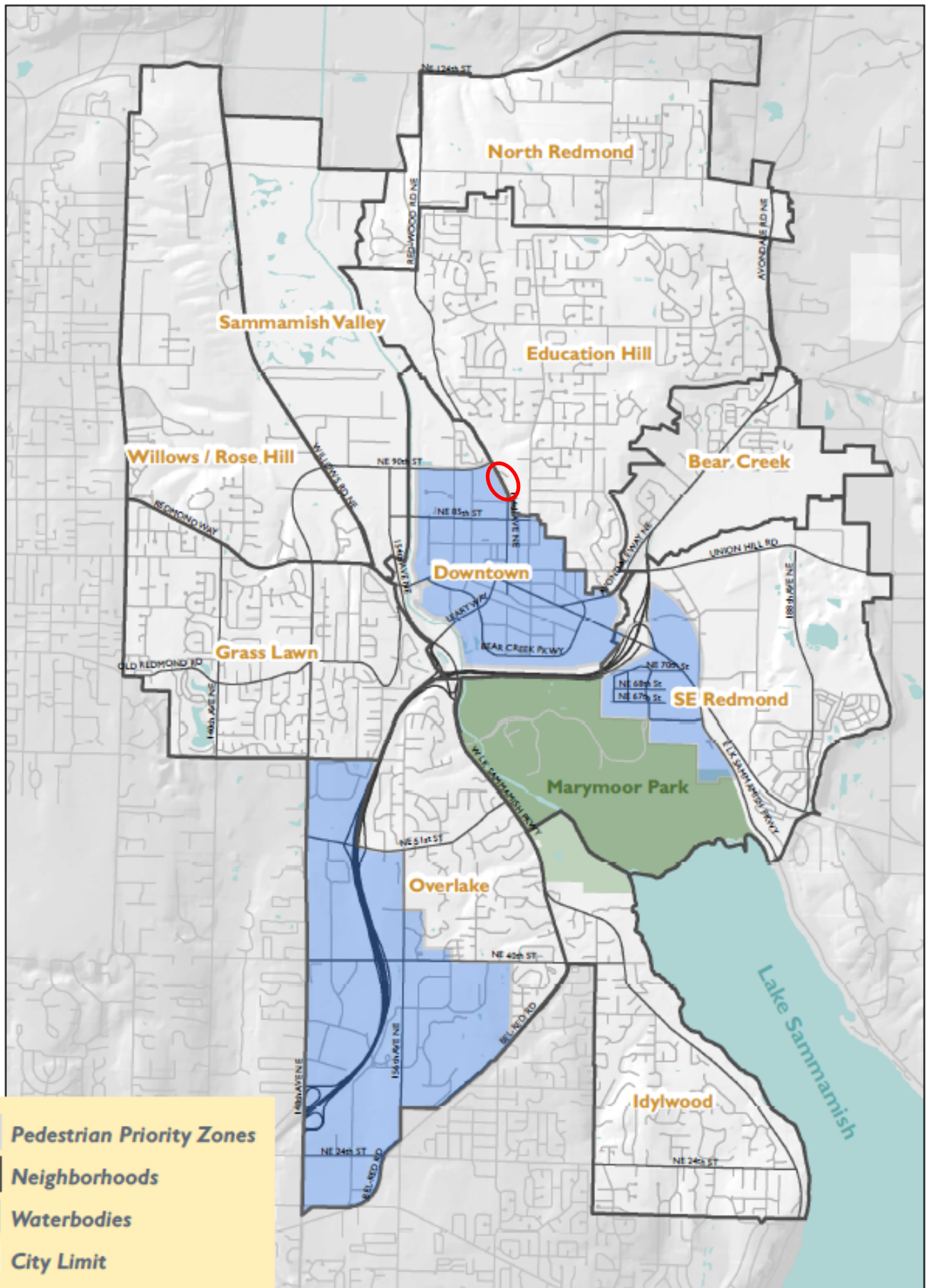
Section from Redmond's Zoning Map



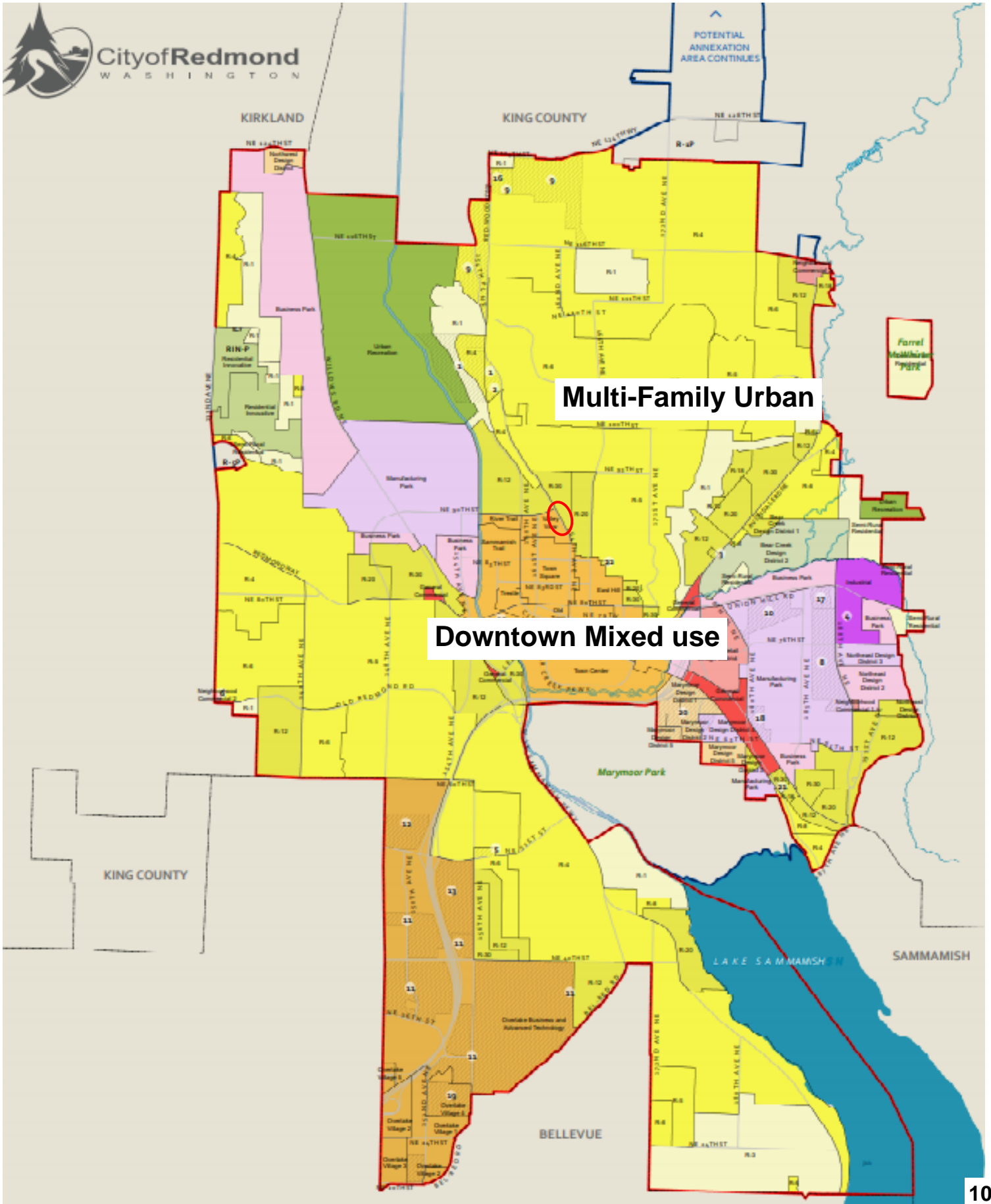
**Proposed Speed Limit Reduction
Redmond-Woodinville Rd
NE 90th St to NE 87th St
Lower from 40 mph to 30 mph**



Pedestrian Priority Zones



Redmond's Zoning Map



CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING RREDMOND MUNICIPAL CODE
10.24.060, SCHEDULE, IN ORDER TO REDUCE THE
SPEED LIMIT ON REDMOND-WOODINVILLE ROAD FROM
NE 90TH STREET TO NE 87TH STREET TO 30 MPH IN
THIS CORRIDOR

WHEREAS, the speed limit of 40 MPH on Redmond-Woodinville Road south of NE 90th Street exceeds the city's Transportation Master Plan guidance for Minor arterials; and

WHEREAS, Redmond-Woodinville Road south of NE 90th Street is in a Pedestrian Priority Zone and the speed limit at NE 87th Street is 30 MPH: and

WHEREAS, the east side of this corridor is High Density Residential, and the west side is Downtown Mixed use; and

WHEREAS, lowering the speed limit supports the city's plan for a walkable Redmond and providing for the needs of the pedestrian generators with the eventual installation of a marked flashing crosswalk.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Amendment of Subsection. RMC 10.24.060,

Schedule, is hereby amended to read as follows:

10.24.060 Schedule.

(A) The maximum speed limits set forth in the following schedule of speed limits are established as the reasonable and safe maximum speed limits to be effective at all times upon the streets, roads and highways designated in the schedule, subject to the provisions of Section 10.24.045 of this chapter.

State Route No./City Street Designation	Traffic Direction	From	To	Maximum Speed
164 Ave N.E.	Both ways	{N.E. 87 STREET} <u>N.E. 90 Street</u>	Cleveland Street	30 mph
Redmond- Woodinville Road (SR 202)	Both ways	{N.E. 87 STREET} <u>N.E. 90 Street</u>	North city limits (124 Ave N.E.)	40 mph

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of _____, 20XX.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

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



Memorandum

Date: 9/14/2021
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-439
Type: Committee Memo

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

Public Works	Dave Juarez	425-556-2733
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DEPARTMENT STAFF:

Public Works	Mike Haley	Project Manager
Public Works	Steve Hitch	EUSD Engineering Supervisor
Public Works	Jon Spangler	Construction Division Manager
Public Works	Andy Rheume	Interim EUSD Manager

TITLE:

Approval of Consultant Agreement with BHC Consultants for Engineering Services for the Targeted Equipment Upgrades for Wastewater Lift Stations 5, 6, 8, 11 and 15 Projects in a Maximum Amount Payable of \$758,000

OVERVIEW STATEMENT:

This consultant agreement will result in a design and bid documents for the Wastewater Lift Stations 5, 6, 8, 11 and 15 projects targeted equipment upgrades. The BHC agreement is shown in Attachment C. The design scope of work will be focused on extending the life of these five lift stations. This effort will allow for smaller investments in lift station improvements to ensure that the stations can operate with limited risk of failure for a longer period before full replacement. The targeted equipment upgrades are scheduled to be complete in late 2022 and early 2023.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required for funding
- **Council Request:**

N/A

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

OUTCOMES:

This design work will produce bid documents for the project that will replace equipment at five (5) Wastewater Lift Stations.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

The proposed action is to fund the design for five (5) Wastewater Lift Station Targeted Equipment Upgrade Projects. The proposed project description and cost estimate is shown in Attachment A. The revised CIP funding is shown in the table in Attachment B.

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

Budget Offer Number:

Capital Improvement Program Map Number ID48, ID49, EH183, SE50 and WL47

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

Wastewater CIP

Budget/Funding Constraints:

The 2021-2022 Capital Investment

- Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/13/2021	Committee of the Whole - Planning and Public Works	Receive Information
7/20/2021	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/5/2021	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the current program to fully replace the lift stations would continue. However, since funding is not adequate to support replacement of the lift stations identified in the 2021- 2022 CIP, projects would need to be pushed out in time until funds can be accumulated to cover the replacement costs. Equipment upgrades will be necessary to ensure continued operations and reliability of the Lift Stations, as delay in replacing the Lift Station Equipment will put them at risk of failure.

ATTACHMENTS:

Attachment A: Description and Cost Estimate

Attachment B: Revised 2021-2026 Capital Investment Lift Station Program Table

Attachment C: Consultant Agreement

Attachment D: Vicinity Map

Project Description

Equipment replacements at Wastewater Lift Station Nos. 5, 6, 8, 11, and 15 (Project). The equipment replacements will be completed within the footprint of each lift station. No new easements or property acquisition are needed. Equipment replacements will involve replacement of pumps and rails, check valves, piping, on site emergency power generators, telemetry and control equipment and safety equipment.

Fiscal: Estimated costs for the project are shown below.

Wastewater Fund	<u>\$5,810,222</u>
Total Funding	\$5,810,222

Estimated Project Costs:

Pre- Design Phase	\$880,799
Design	\$1,050,000
Construction	<u>\$3,879,423</u>
Total Estimated Project Cost	\$5,810,222

Attachement B
Revised 2021-2026 Capital Investment Lift Station Program Table

Map #	Investment Description & Timeframe	Revised Investment Description & Timeframe	Priority & Functional Area	Project Status	2021-2022 Investment	2023-2026 Investment	Total Investment (includes costs prior to 2021)
SE50	<p>Pump Station 11 Upgrades</p> <p>Installation of new wet well and vaults and complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2024 - 2026</p>	<p>Pump Station 11 Upgrades</p> <p>Complete replacement of pumps, motors, valves, controls, and all accessory equipment.</p> <p>Project timeframe: 2021 - 2022</p>	<p>Healthy and Sustainable</p> <p>City Wastewater</p>	Existing	1,117,200	2,295,000 -	2,295,000 1,117,200
ID48	<p>Pump Station 5 Upgrades</p> <p>Installation of new wet well and vaults and complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2018 - 2025</p>	<p>Pump Station 5 Upgrades</p> <p>Complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2021 - 2022</p>	<p>Healthy and Sustainable</p> <p>City Wastewater</p>	Existing	901,500	750,000 -	3,643,000 1,061,748
ID49	<p>Pump Station 6 Upgrades</p> <p>Installation of new wet well and vaults and complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2018 - 2023</p>	<p>Pump Station 6 Upgrades</p> <p>Complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2021 - 2022</p>	<p>Healthy and Sustainable</p> <p>City Wastewater</p>	Existing	1,302,400	3,200,000 -	3,647,000 1,458,868
EH183	<p>Pump Station 8 Rehabilitation</p> <p>Installation of new valve vault and complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2024 - 2026</p>	<p>Pump Station 8 Upgrades</p> <p>Complete replacement of pumps, motors, valves, controls, and all accessory equipment.</p> <p>Project timeframe: 2021 - 2022</p>	<p>Healthy and Sustainable</p> <p>City Wastewater</p>	Existing	319,200	2,070,000 -	2,070,000 319,200
WL47	<p>Pump Station 15 Replacement</p> <p>Remove the aging pump station and construct a gravity sewer as a replacement.</p> <p>Project timeframe: 2012 - 2022</p>	<p>Pump Station 15 Upgrades</p> <p>Complete replacement of pumps, motors, valves, controls, generator and all accessory equipment.</p> <p>Project timeframe: 2021 - 2022</p>	<p>Healthy and Sustainable</p> <p>City Wastewater</p>	Existing	1,388,900	1,130,800 -	2,308,703 1,853,206

Attachment C

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): BHC Consultants, LLC	
Address 1601 5th Ave Suite 500	Federal Aid Number N/A
UBI Number 602 774 584	Federal TIN 26-1363237
Execution Date	Completion Date 12/31/2022
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Wastewater Lift Station 5, 6, 8, 11, and 15 Equipment Upgrade	
Description of Work The City has identified that Lift Station No. 5, 6, 8, 11, and 15 are in need of equipment upgrades as a part of the Capital Improvement Program. The equipment upgrade work will include replacement of pumps, controls, electrical panel, standby power, valves, piping, addition of safety equipment, and other items identified during design.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$758,000	

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Mike Haley
Agency: City of Redmond
Address: PO Box 97010
City: Redmond State: WA Zip: 98073
Email: mhaley@redmond.gov
Phone: 425-556-2843
Facsimile:

If to CONSULTANT:

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

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Mike Haley
Agency: City of Redmond
Address: 15670 NE 85th Street, PO Box 97010
City: Redmond State: WA Zip: 98073
Email: mhaley@redmond.gov
Phone: 425-556-2843
Facsimile: 425-556-2727

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

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

Exhibit A

SCOPE OF SERVICES

Equipment Replacement – Lift Stations Nos. 5, 6, 8, 11, and 15

Design Services

Project Understanding

This Scope of Services is based on our current understanding of the City of Redmond's (City) needs and requirements for the equipment replacements at Wastewater Lift Station Nos. 5, 6, 8, 11, and 15 (Project). The equipment replacements will be completed within the footprint of each lift station. No new easements or property acquisition are needed.

The project includes the following elements for each lift station:

Lift Station No. 5:

- Remove and replace submersible pumps with Flygt pumps
- Remove and replace pump guide rails and guide rails supports, only if necessary to replace the pumps
- Remove and replace check valves in valve vault; include bypass equipment on one valve
- Remove and replace wet well grout at top of wet well
- Remove wet well ladder and replace with FRP ladder
- Remove and replace across-the-line motor starters
- Remove emergency generator and replace with Cummins generator in Quiet Site 2 sound attenuation enclosure with standard Cummins sub-base fuel tank
- Remove and replace automatic and manual transfer switches
- Remove and replace 2-floats and transducer
- Remove and replace wet well terminal cabinet to match City standard
- Remove and replace generator support slab, if needed
- Remove and replace portion of top slab to facilitate new wet well terminal cabinet and new generator slab

Lift Station No. 6:

- Remove and replace submersible pumps with Flygt pumps (preurchased by the City)
- Remove and replace pump guide rails and guide rail supports (preurchased by the City)
- Remove and replace wet well piping and piping supports
- Remove and replace valve vault including check valves, plug valves, and bypass equipment on one check valve
- Remove and replace wet well grout at top of wet well
- Remove wet well interior grating and supports
- Sand blast interior of wet well and install Raven 405 wet well lining (as an additive alternate to the bid schedule)
- Remove wet well ladder and replace with FRP ladder
- Remove and replace portion of lift station top slab
- Remove and replace wet well and valve vault hatches
- Provide new wet well and valve vault railings
- Remove and replace across-the-line motor starters

- Remove emergency generator and replace with Cummins generator in Quiet Site 2 sound attenuation enclosure with standard Cummins sub-base fuel tank
- Remove and replace automatic and manual transfer switches
- Remove floats and bubbler and replace with new floats and transducer matching City 4-float standard
- Remove and replace wet well terminal cabinet to match City standard
- Remove and replace generator support slab, if needed

Lift Station No. 8:

- Remove and replace submersible pumps with Flygt pumps
- Remove and replace pump guide rails and guide rail supports, only if necessary to replace the pumps
- Remove and replace check valves in valve vault; include bypass equipment on one check valve
- Remove wet well interior grating and supports; repair wet well coating as needed
- Remove wet well ladders and replace with FRP ladder
- Remove and replace across-the-line motor starters
- Remove floats and transducer and replace with new floats and transducer matching City 4-float standard
- Install new above-grade wet well terminal cabinet to match City standard

Lift Station No. 11:

- Remove and replace submersible pumps with Flygt pumps
- Remove and replace pump guide rails and guide rail supports
- Remove and replace wet well piping and piping supports
- Remove and replace check valves in valve vault; include bypass equipment on one check valve
- Install wet well grout at top of wet well
- Remove wet well interior grating and supports
- Sand blast interior of wet well and install Raven 405 wet well lining
- Remove wet well ladder and replace with FRP ladder
- Remove valve vault ladder and replace with aluminum ladder
- Remove and replace lift station top slab
- Remove and replace wet well and valve vault hatches
- Provide new wet well and valve vault railings
- Remove and replace across-the-line motor starters
- Remove and replace automatic and manual transfer switches
- Remove floats and transducer and replace with new floats and transducer matching City 4-float standard
- Remove and replace wet well terminal cabinet to match City standard
- New PLC/SCADA panel with radio/cell phone communications

Lift Station No. 15:

- Remove and replace submersible pumps with Flygt pumps
- Remove and replace pump guide rails and guide rail supports
- Remove and replace wet well piping and piping supports
- Remove and replace check valves; include bypass equipment on one check valve
- Remove and replace wet well grout at top of wet well
- Remove wet well ladder and replace with FRP ladder
- Remove and replace lift station top slab
- Remove and replace wet well and valve vault hatches

- Provide new wet well and valve vault railings
- Remove and replace site fencing and gates
- Remove and replace across-the-line motor starters
- Remove emergency generator and replace with Cummins generator in Quiet Site 2 sound attenuation enclosure with standard Cummins sub-base fuel tank
- Remove and replace automatic and manual transfer switches
- Remove floats and bubbler and replace with new floats and transducer matching City 4-float standard
- Remove and replace wet well terminal cabinet to match City standard
- New PLC/SCADA panel with radio/cell phone communications
- Remove and replace generator support slab, if needed

Scope of Services

The scope of services described below will be provided for all five stations. Since the services are the same for all five stations (except where noted), they are not repeated below. The budget for each of the five stations is developed separately as indicated in the attached budget.

Task A: Project Management

1. Coordinate with City staff by regular status reports, status meetings, telephone communication, and e-mail during the course of the project.
2. Develop project schedule and provide City Project Manager with schedule in electronic format.
3. Define and implement a quality assurance/quality control program for the project and conduct quality control reviews.
4. Prepare monthly progress reports and monthly invoices, including financial status and schedule progress.

Deliverables:

- Monthly Status Reports with Invoices
- Electronic version of the schedule

Assumptions:

- None.

Task B: Preliminary Design

Engineering services for preliminary design are not included in this scope of services. Engineering services for preliminary design were authorized under a separate agreement.

Task C: Plans, Specifications and Opinions of Probable Cost

1. Prepare 60 percent construction drawings in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate. The budget is based on the List of Drawings at the end of this Scope of Services.
2. Prepare 60 percent general requirements. The general requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the 2020 WSDOT Specifications addressing the following:
 - a. Sequence of Construction

- b. Measurement and Payment
 - c. Project Data Submittals
 - d. Testing and Quality Control
 - e. Facility Startup and Testing
3. Prepare 60 percent technical specifications. Technical specifications will be prepared in accordance with City of Redmond 2020 Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format for site work and buried piping and use the CSI numbering format for the structure, electrical, HVAC, and structure accessories.
 4. Develop opinion of probable construction cost for the facilities included in the 60 percent design documents.
 5. Prepare 60 percent electrical panel design, panel elevations, wiring diagrams, PLC I/O diagrams, and Bill of Materials for panel fabrication (prepared by TSI). Review and comment on draft drawings and Bill of Materials developed by TSI.
 6. Conduct in-house quality control review of the 60 percent drawings, specifications, and opinion of probable cost.
 7. Submit 60 percent design documents to the City for review.
 8. Meet with City staff to review the 60 percent design documents.
 9. Incorporate City review comments and prepare 90 percent design.
 10. Develop opinion of probable construction cost for the facilities included in the 90 percent design documents.
 11. Prepare 90 percent electrical panel design, panel elevations, wiring diagrams, PLC I/O diagrams, and Bill of Materials for panel fabrication (prepared by TSI). Review and comment on draft drawings and Bill of Materials developed by TSI.
 12. Prepare for and attend First Screen Development Workshop conducted by TSI.
 13. Conduct in-house quality control review of the 90 percent drawings, specifications, and opinion of probable cost.
 14. Submit 90 percent design documents to the City for review.
 15. Meet with City staff to review the 90 percent design documents.
 16. Revise City Bidding documents. Provide “track changes” markups to the City indicating revisions to the documents. Prepare bid schedule for inclusion in the bidding documents.
 17. Incorporate City review comments and prepare final design.
 18. Develop opinion of probable construction cost for the facilities included in the final design documents.
 19. Review and comment on draft drawings and Bill of Materials developed by TSI.
 20. Prepare for and attend Second Screen Development Workshop conducted by TSI.
 21. Conduct in-house quality control review of the final drawings, specifications, and opinion of probable cost.
 22. Submit final design documents to the City for review.
 23. Meet with City staff to review the final design documents.
 24. Incorporate City review comments and prepare additional contract document submittals until the project is ready for advertisement.
 25. Develop opinion of probable construction cost for the facilities included in the bid ready contract documents.
 26. Submit bid ready contract documents to the City.
 27. Print 8 sets of specifications with half-size drawings and 5 sets of full size drawings and deliver to City. Following approval by the City, set up the distribution of plans and specifications electronically using the City’s access to Builders Exchange.

Deliverables:

- 60 percent plans and specifications and opinion of probable cost
- 90 percent plans and specifications and opinion of probable cost
- Final plans and specifications and opinion of probable cost
- Bid Ready contract documents including opinion of probable cost

Assumptions and Limitations:

- All design review submittals will be combined into a single submittal encompassing all five stations.
- All design review comments will be provided in a single response from the City.
- New pumps are anticipated to be Flygt.
- Design configuration will be as identified in the “Condition Assessment” and subsequent discussions with the City.
- Public involvement assistance is not required.
- Geotechnical investigations not required.
- City Design Review is not required.
- SEPA Checklist not required.
- Environmental review and/or permitting not required.
- Dept. of Ecology approval not required.
- Permitting and assistance with approvals are not required.

Task D: Assistance with Bidding and Award

1. Address bidders’ and suppliers’ questions during the bid period for each bid package.
2. Prepare a maximum of two (2) addenda, if necessary, and deliver to City for distribution.
3. Prepare for and attend bid conference.
4. Prepare bid tabulation.
5. Review apparent low bidder’s bid documents and prepare recommendation for award.

Deliverables:

- Advertisements for newspaper
- Two (2) Addenda (if required)
- Bid Tabulation
- Recommendation for Award

Assumptions and Limitations:

- None.

Task E: Engineering Services During Construction

Engineering services during construction are not included in this scope of services. Engineering services during construction will be added to the scope of services by supplemental agreement following opening of bids for the project.

List of Drawings:

Common to All Stations:

- General – 4 sheets
- Civil – 3 sheets
- Structural – 3 sheets
- Electrical – 3 sheets

Lift Station No. 5:

- Demolition – 1 sheet
- Civil – 3 sheets
- Structural – 2 sheets
- Electrical – 5 sheets
- TSI – 12 sheets

Lift Station No. 6:

- Demolition – 1 sheet
- Civil – 5 sheets
- Structural – 3 sheets
- Electrical – 6 sheets
- TSI – 12 sheets

Lift Station No. 8:

- Demolition – 1 sheet
- Civil – 2 sheet
- Structural – 2 sheets
- Electrical – 3 sheets
- TSI – 8 sheets

Lift Station No. 11:

- Erosion Control – 1 sheet
- Demolition – 1 sheet
- Civil – 5 sheets
- Structural – 3 sheets
- Electrical – 7 sheets
- TSI – 40 sheets

Lift Station No. 15:

- Demolition – 2 sheets
- Civil – 8 sheets
- Structural – 3 sheets
- Electrical – 7 sheets
- TSI – 40 sheets

Total of 166 drawing sheets.

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

Autocad

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Autocad

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

E. Specify the Electronic Deliverables to Be Provided to the Agency
Autocad and PDF

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data
Email and Share Point

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See attached

Exhibit D

Consultant Fee Determination

Project Name: Equipment Replacement LS-5, 6, 8, 11, and 15
 Project Number: Varries
 Consultant: BHC Consultants, LLC

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 148%	Fee (Profit) 29%	Total Hourly Rate	Total
Principal-In-Charge	244	\$ 95.00	\$140.83	\$27.79	\$264	\$64,322
Project Manager	474	\$ 70.00	\$103.77	\$20.48	\$194	\$92,071
Electrical Engineer	336	\$ 82.00	\$121.56	\$23.99	\$228	\$76,454
Structural Engineer	243	\$ 81.00	\$120.07	\$23.69	\$225	\$54,618
Project Engineer	697	\$ 65.00	\$96.36	\$19.01	\$180	\$125,717
Staff Engineer	36	\$ 37.00	\$54.85	\$10.82	\$103	\$3,696
CAD Manager	141	\$ 59.00	\$87.46	\$17.26	\$164	\$23,084
CAD Tech	821	\$ 40.00	\$59.30	\$11.70	\$111	\$91,128
Project Assistant	195	\$ 38.00	\$56.33	\$11.12	\$105	\$20,562
Admin	20	\$ 46.50	\$68.93	\$13.60	\$129	\$2,581
Total Hours	3,207				Subtotal:	\$554,234
REIMBURSABLES						
Mileage						\$2,000
Reproduction (copies, Mylar plots, etc.)						\$5,000
Miscellaneous						\$2,000
					Subtotal:	\$9,000
SUBCONSULTANT COSTS (See Exhibit E)						
TSI	Panel Design					\$132,500
					Subtotal:	\$132,500

Total: \$695,734

Contingency: 62,266

GRAND TOTAL: \$758,000

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

Subcontracted Work

Project Name: Equipment Replacement LS-5, 6, 8, 11, and 15
Project Number: Varies
Consultant: BHC Consultants, LLC

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

Subconsultant	Work Description	Amount
TSI	Panel Design LS-5	\$16,900
TSI	Panel Design LS-6	\$18,400
TSI	Panel Design LS-8	\$17,600
TSI	Panel Design LS-11	\$39,800
TSI	Panel Design LS-15	\$39,800
Total:		\$132,500

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G
Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
BHC Consultants, LLC

whose address is

1601 5th Avenue, Suite 500, Seattle, WA 98101

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 City of Redmond

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.

BHC Consultants, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

BHC Consultants, LLC

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.

BHC Consultants, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

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

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



Path: T:\PROJECTS\2021\5 - 12 - 2021\Mike Hagley Lift Stations Map with ages of stations\Attachment\C\CityMap\LiftStationMap6_182_2021.mxd

Legend



Redmond City Limit

Status by Color and Year Built/Rebuilt		Lift Stations
	Under Construction	5, 6
	Needs Equipment Upgrade	8, 11, 15

Status of Wastewater Lift Stations, 2021 Vicinity Map

City of Redmond, Washington
06/18/2021

Attachment B

