

# City of Redmond



## Agenda

**Tuesday, September 5, 2023**

**4:30 PM**

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

## **Committee of the Whole - Planning and Public Works**

### **Committee Members**

*Melissa Stuart, Presiding Officer*

*Jeralee Anderson*

*David Carson*

*Steve Fields*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

**AGENDA**

## ROLL CALL

1. Acceptance of Safer Streets for All (SS4A) Action Plan Grant [CM 23-436](#)  
and Approval of PSRC Subaward Agreement

[Attachment A: PSRC Subaward Agreement](#)

[Attachment B: Subrecipient Monitoring](#)

[Attachment C: PSRC Master Agreement](#)

*Department: Planning and Community Development, 5 minutes*

*Requested Action: Consent, September 19th*

2. Approval of the National League of Cities Advancing [CM 23-434](#)  
Economic Mobility Grant in the Amount of \$15,000

[Attachment A: Redmond Rapid Grant MOU](#)

[Attachment B: Grant Application Narrative and Supporting Documents](#)

*Department: Planning and Community Development, 5 minutes*

*Requested Action: Consent, September 19th*

3. Redmond Community Van Agreement [CM 23-433](#)

[Attachment A: Agreement](#)

[Attachment B: Redmond Community Van Information](#)

*Department: Planning and Community Development, 5 minutes*

*Requested Action: Consent, September 19th*

4. Approval of a Consultant Agreement in the Amount of [CM 23-426](#)  
\$256,685 for the Design of West Lake Sammamish Parkway  
Pavement Preservation Project, and Approval of Revenue  
from the Puget Sound Regional Council in the Amount of  
\$1,436,000

[Attachment A: Vicinity Map](#)

[Attachment B: CIP Project Summary](#)

[Attachment C: Consultant Agreement](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, September 19th*

5. Acceptance of the 2023-2025 Stormwater Capacity Grant [CM 23-422](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, October 3rd*

6. 2023 Q2 Capital Projects Update

[CM 23-450](#)

*Department: Public Works, 15 minutes*

*Requested Action: Informational*

ADJOURNMENT



## Memorandum

**Date:** 9/5/2023

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

**File No.** CM 23-436

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Vangie Garcia, P.E.	Transportation Planning and Engineering Manager
Planning and Community Development	Josh Mueller	Senior Transportation Strategist
Planning and Community Development	Francesca Liburdy, P.E.	Senior Planner

**TITLE:**

Acceptance of Safer Streets for All (SS4A) Action Plan Grant and Approval of PSRC Subaward Agreement

**OVERVIEW STATEMENT:**

In 2022, staff submitted a grant application for the Safe Streets and Roads for All (SS4A) federal discretionary program. Through the application process, the City was requested by USDOT to combine its application with the Puget Sound Regional Council (PSRC), Pierce County, and the cities of Burien, Everett, Kent, and Tukwila. PSRC will coordinate the work and serve as the lead applicant developing a Regional Safety Plan while each jurisdiction will develop detailed localized Safety Action Plans. As one consolidated application, the Safety Action Plan for the Central Puget Sound Region was selected for award from the Notice of Funding Opportunity (NOFO) FY22 Safe Streets and Roads for All Action Plan. Staff is seeking approval for the City to accept the subaward agreement with the PSRC of \$160,000 for the Redmond portion of the SS4A Action Plan Grant. PSRC has the overarching agreement with FHWA. Approval of this subaward agreement with the PSRC will provide funding for the city to hire a consultant to conduct community outreach and develop a Safety Action Plan.

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

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Transportation Master Plan, 2030 Comprehensive Plan,



Community Strategic Plan: Infrastructure Objective #2 and Public Safety Objective #3

- **Required:**  
Staff obtained approval at 3P before submitting the grant application
- **Council Request:**  
N/A
- **Other Key Facts:**  
None

**OUTCOMES:**

The City staff have advertised a Request For Qualifications for a consultant agreement for support in community outreach and implementation of data-driven analysis and prioritization of traffic safety activities and development of a Safer Streets for All (SS4A) Action Plan. The PSRC Subaward Agreement creates revenue for the SS4A consultant agreement that will be presented to Council for approval at a future meeting.

**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:**

Staff will apply for grant funding of \$160,000 with a local match of \$40,000 that would be allocated from Transportation Planning & Engineering operating fund. There are sufficient funds to cover the required local match.

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

**Budget Offer Number:**

000343

**Budget Priority:**

Vibrant and Connected

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

**If yes, explain:**

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
9/19/2023	Business Meeting	Approve

**Time Constraints:**

Safe Streets and Roads for All (SS4A) federal discretionary funds are not available for reimbursement without a subaward agreement with the PSRC.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City will not be able to conduct the needed community outreach and development of safety activities required as part of the safety action plan or apply for future SS4A implementation grants.

**ATTACHMENTS:**

Attachment A - PSRC Subaward Agreement  
Attachment B - Subrecipient Monitoring  
Attachment C - PSRC Master Agreement



**Subaward Agreement Between  
Puget Sound Regional Council  
and  
City of Redmond  
for  
Safe Streets for All (SS4A) Action Plan**

Date Entered into Agreement: July 28, 2023

**Subaward Agreement #: 2024-01**

## 1.0. SUBAWARD AGREEMENT

<b>Pass-through Entity (PTE):</b> Puget Sound Regional Council	<b>Subrecipient:</b> City of Redmond	
<b>Subaward Period of Performance:</b> Start: 07/28/23                      End: 12/31/25	<b>Amount Funded:</b> \$160,000	<b>Subaward Agreement #:</b> 2024-01
<b>Federal Awarding Agency:</b> US Department of Transportation	<b>FAIN:</b> 693JJ32340054	
<b>Federal Award Issue Date:</b> 05/19/2023	<b>Total Amount of Matching Funds:</b> \$40,000	
<b>ALN No. and Name:</b> 20.939, Safe Streets and Roads for All		
<b>Project Title:</b> Safe Streets for All (SS4A) Action Plan		
R & D Award <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Unique Identifier #XK1UCKFKU3N9	

This SUBAWARD (hereinafter the "Award"), is made and entered into this twenty eight day of July, 2023 by and between the Pass-through Entity, Puget Sound Regional Council, (hereinafter "PSRC") and Subrecipient, City of Redmond (hereinafter "REDMOND"), and supports the work described in the approved final scope of work, which is incorporated by reference into this Award and attached in Exhibit A. All work on this project should be consistent with the *Authorized Scope of Work* unless modified by the appropriate authority as described in 4.2 below.

PSRC is a Metropolitan Planning Organization under federal law (23 USC 134) and a Regional Planning Transportation Planning Organization under state law (RCW 47.80) and has all powers necessary for the performance of the work and obligations of this Agreement, and has the authority to contract with member and non-member agencies for special services; and

REDMOND is a US Local Government under state law (RCW 43.21C.120) and has all powers necessary for the performance of the work and obligations of this Agreement;

The U.S. Department of Transportation (hereinafter the "USDOT"), has expressly consented to this Award; and

NOW, THEREFORE, in consideration of the covenants, assurances and mutual promises herein the Parties agree as follows:

## 2.0. DESIGNATED REPRESENTATIVES

To ensure effective intergovernmental cooperation and efficiencies, the Parties each designate a representative (the "Designated Representative") who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for each Party. The Designated Representatives shall each be responsible for the administration and performance of the Scope of Work of this Award, as well as ensuring that schedule, budget, and funding limitations of this Agreement are satisfied. Each Designated Representative is also responsible for coordinating the input and work of its respective governmental agency or department staff, consultants and contractors as it relates to the scope of this Agreement.

A Party may change its Designated Representative by written notice to the other Party. Each Party's Designated Representative is named below with the individual's contact information.

PSRC Designated Representative. The Designated Representative for PSRC is Gary Simonson. They may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

Puget Sound Regional Council  
Attn: Gary Simonson, Senior Planner  
1011 Western Avenue, Suite 500

Phone: (206) 971-3276  
Fax: 206-587-4825  
Email: [gsimonson@psrc.org](mailto:gsimonson@psrc.org)

Seattle, WA 98104

REDMOND Designated Representative. The Designated Representative for REDMOND is Josh Mueller. They may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

City of Redmond  
Attn: Josh Mueller  
Title: Senior Transportation Specialist  
15670 NE 85<sup>th</sup> Street MS: 4SPL  
PO Box 97010  
Redmond, WA 98052

Phone: (425) 556-2461  
Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)

**3.1.** In its performance of this Subaward Agreement, REDMOND shall be an independent entity and not an employee or agent of PSRC.

**3.2.** REDMOND must obtain the prior written approval of PSRC whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the Scope of Work or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the USDOT.
- c) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.
- d) Transfer of budgeted amounts.
- e) No-cost extensions.

**3.3. Governmentwide Debarment and Suspension**

REDMOND shall comply with the provisions of 2 C.F.R. Part 200, Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Award", Section I, (published in the Federal Register on December 26, 2013, 78 FR 78608), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

REDMOND (and all subcontractors, if any) must maintain current registration in the System for Award Management ([www.sam.gov](http://www.sam.gov)) at all times during which they have active federal awards or subawards, including for this Agreement.

**3.4. Indemnification**

To the extent permitted by law, each Party to this Agreement shall indemnify the other Party and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, due to, any acts or omissions of the indemnifying Party in the implementation of this Agreement or any agreement between REDMOND and its subcontractor(s).

No Party shall be required to indemnify the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification.

Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

Each Party by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

This indemnification shall survive the termination of this Agreement.

**3.5. Compliance with Federal Award Obligations.** The Award is subject to, and REDMOND shall comply with, the terms and conditions of the PTE Award and the [Department of Transportation General Terms and Conditions](#) (February 8, 2023) (see attachments 1 and 2), including all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), and approved applications.

## **4.0. BUDGET & PAYMENT PROCEDURE**

### **4.1. Budget**

The estimated budget to accomplish the tasks described in the Scope of Work for this is incorporated in Exhibit B of this Agreement. This budget reflects the Parties' best estimates of the amounts that may be required to accomplish the total work under this Agreement. Actual amounts reimbursable shall be based on actual work performed. In the event it is determined that the Scope of Work has been accomplished by REDMOND for a lesser amount, PSRC shall only pay reimbursements for documented costs. In no event shall REDMOND be paid for costs that are not documented pursuant to the requirements of this Agreement.

### **4.2. Payments/Invoices**

PSRC shall reimburse REDMOND not more often than monthly for costs incurred in the performance of this Award, which are determined to be allowable, allocable, & reasonable in accordance with 2 CFR Part 200. All invoices shall be submitted using REDMOND's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification (Exhibit C), as required in 2 CFR 200.415 (a). PSRC shall not transfer nor be obligated to transfer any funds in advance of its approval of such requests.

Documentation of all expenses eligible for reimbursement shall be maintained by REDMOND and shall, upon request by PSRC, be provided prior to reimbursement as required by this Award. All invoices presented for payment shall include a reasonable description of the tasks performed that correspond to the amounts invoiced.

To assure payment processing in a timely manner, REDMOND shall submit all invoices, required reports, and documentation to the attention of:

PSRC  
Attn: Patty Mosure  
1011 Western Ave, Suite 500  
Seattle, WA 98104  
206-971-3291

PSRC's shall review and pay reimbursable amounts within 45 days of receipt of the invoice.

PSRC reserves the right to withhold payments pending timely delivery and proper completion of the reports or documents as may be reasonably required under this Agreement.

### **4.3. Prohibited Use of Funds**

REDMOND may not use funds for the following ineligible activities:

- (a) Ineligible costs under 2 C.F.R Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) Any activities prohibited under the Grant between USDOT and PSRC dated.

#### 4.4. Final Payment

Final payment will be made to REDMOND upon final completion of the work and upon written acceptance by PSRC's Designated Representative. Any required adjustments shall be reflected in the final invoice.

#### 4.5. Use of Consultants/Contractors

For all proposals and contracts where costs are expected to exceed \$100,000, the scope of work and the costs of such must be submitted to and approved by USDOT prior to employment of such consultants or contractors. REDMOND will ensure that any consultant or contractor paid from funds provided under this award is bound by all applicable award terms and conditions. USDOT shall not be liable hereunder to a third party nor to any party other than the PSRC.

In addition, all procurements shall adhere to PSRC's Procurement Policies and Procedures as updated March 2023.

\$10,000 or under	<u>Micro purchase</u> : No competition required.
\$10,001-\$250,000*	<u>Small purchase</u> : Competition required with documentation of an adequate number of price/rate quotes.
Over \$250,000*	<u>Competitive proposal</u> : Competition required with documentation of at least two formal, written bids, proposals or qualifications, as well as an independent cost estimate.
Pre-approval required <u>Noncompetitive proposal</u> : Only when competitive method is infeasible and certain situations apply.	

\*In addition, all contracts over \$100,000 shall include applicable lobbying certifications as stated in section 10.15.

### 5.0. REPORTING AND RECORDS

#### 5.1. Reports and Documentation

**Quarterly Progress Reports:** REDMOND agrees to assist PSRC with Program Performance Reports on a quarterly basis. REDMOND will supply report content, e.g. summaries of work completed, to PSRC no later than 10 days following the end of the period (e.g., reports due on or before January 10th, April 10th, August 10th, and December 10th).

Performance Progress Reports submitted to USDOT by PSRC should include the following:

- i. Provide a clear, concise overview of the activities undertaken during the Project Period;
- ii. Document accomplishments, benefits, and impacts that the Project and Activities are having. Recipients should note specific outcomes where activities have led to job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
- iii. Highlight any upcoming or potential press events or opportunities for collaborative press events to highlight benefits of the USDOT investment;
- iv. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next period;

- v. Outline challenges that currently impact or could impact progress on the grant over the next reporting period and identify ways to mitigate this risk; and
- vi. Outline any areas where USDOT assistance is needed to support the project or any other key information that would be helpful for your USDOT Project Officer to know.

**Final Project Reports** may be posted on USDOT's website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific regional need that the project was designed to address and update on progress made during the reporting period that will mitigate need and advance economic development;
- ii. Provide a high-level overview of the activities undertaken;
- iii. Detail lessons learned during the project period that may be of assistance to USDOT or other communities undertaking similar efforts;
- iv. Outline the expected and actual economic benefits of the project as the time that the report is written; and
- v. Any other key information from the relevant project period

## **5.2. Availability of Records**

All project records in support of all costs and actual expenditures incurred by REDMOND and its Sub-Contractor(s) under this Agreement shall be maintained by REDMOND and its Sub-Contractor(s) and open to inspection by PSRC (or its federal funding agency) during normal business hours, and shall be retained and made available for such inspection for the duration of the State and Federal records retention requirements from final payment of funds under this Agreement to PSRC. Copies of said records shall be furnished to PSRC and/or its federal funding agency upon request. This requirement shall be included in all subcontracts related to the work entered into by REDMOND to fulfill the terms of this Agreement.

## **6.0. Certifications and Assurances**

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

### **Certification Regarding Lobbying**

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an 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 any 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 intending to influence an officer or employee of any 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.
- 3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 required



certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **Debarment, Suspension, and Other Responsibility Matters**

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

#### **Audit and Access to Records**

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by 2 C.F.R. parts 200.501 and 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

#### **Right to Audit and Disallow and Recover Funds**

The Federal government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this Agreement based upon USDOT review, the final audit, or any other special audits or reviews undertaken. USDOT has the right to order a special audit, even if PSRC's auditor or a cognizant agency has already conducted one.

### **7.0. CONTRACT ADMINISTRATION and SUBRECIPIENT MONITORING**

REDMOND shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by REDMOND. In no event shall any contract executed by REDMOND be construed as obligating PSRC. Any claims arising out of the separate contracts of REDMOND for work under this Agreement are the sole responsibility of REDMOND. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, applicable bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

#### **7.1. Direct Supervision**

Nothing in PSRC's exercise of the right to inspect or accept the work performed by REDMOND shall reduce REDMOND's responsibility for the proper execution of the work or relieve REDMOND from its responsibility for direct supervision of the work. When PSRC exercises its right to inspect or accept the work performed by REDMOND, it shall not be deemed or construed to be in control of the work under this Agreement.

#### **7.2. Sub-recipient Monitoring**

PSRC reserves the right to monitor and manage subrecipients, including lower tier subrecipients. At a minimum, monitoring of REDMOND will include:

- i. Review of financial and programmatic reports;
- ii. Following-up and ensuring that REDMOND takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to REDMOND from PSRC detected through audits, on-site reviews, and other means; and
- iii. If applicable, issuing a management decision for audit findings pertaining to the Federal award provided to REDMOND from PSRC as required by 2 C.F.R. § 200.521 (Management decision).

PSRC requires all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200) and all associated terms and conditions.

### **8.0. INSURANCE**

REDMOND will maintain at all times during the term of this Agreement, satisfactory limits of insurance and/or self-insurance to protect against claims arising out of this Agreement. Such insurance or self-

insurance shall include General Liability, Business Automobile Liability, and Workers' Compensation in accordance with statutory requirements under Title 51 RCW.

Each Party will require and cause its respective subcontractors of all tiers to maintain such insurance as described above in sufficient amounts to protect the interest of the Parties. Such insurance shall be confirmed by a Certificate of Insurance prior to commencement of the work.

The Parties hereby agree to require their respective insurers and their respective subcontractors of all tiers, to waive subrogation rights against the other Party and such other Party's insurers.

It is understood and agreed that insurance and/or self-insurance provided by the Parties under this Agreement is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Parties or their Contractors of any tier under their respective contracts or imposed by applicable laws or regulations.

## **9.0. TERMINATION OF AGREEMENT**

### **9.1. Termination for Default**

Either Party may terminate this Agreement, in whole or in part, if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other Party, provided that insofar as practicable, the Party terminating the Agreement will give:

- a. Notice of intent to terminate at least thirty (30) calendar days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement; and
- b. An opportunity for the other Party to cure the default. If REDMOND is the party in default, PSRC shall provide an opportunity of REDMOND to cure the default as provided in Section 14.2. If PSRC is the party in default, REDMOND shall give PSRC a Notice of Termination stating the time period in which cure is permitted and any other appropriate conditions.
- c. Provided however, that if PSRC's funding agency terminates financial support for the project at any time, either party shall have the right to immediately terminate this Agreement by giving written notice thereof.

If the other Party fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the Notice of Termination or any extension thereof granted by the Party not at fault, the other Party may terminate this Agreement. However, any terms of this Agreement relevant to a dispute that is unresolved at the time of termination shall survive until the dispute is finally resolved.

### **9.2. Termination for Convenience**

Either Party may terminate this Agreement, in whole or in part, for its convenience provided that the terminating Party shall provide the other Party with an advance notice of at least thirty (30) calendar days.

### **9.3. Notice of Termination**

Notice of termination shall be given by the Party terminating this Agreement to the other Party in writing. The notice shall specify the effective date of termination, which shall not be sooner than the non-terminating Party's receipt of the notice.

### **9.4. Rights and Duties of Parties Upon Termination**

A termination by any Party shall not extinguish or release either Party from liability, claims, or obligations to third parties existing as of the time of termination. Any costs incurred prior to the effective date of termination will be borne by the Parties in accordance with the terms of this Agreement and this Section. The record keeping requirements, payment, release and indemnification provisions set forth in this Agreement and all remedial provisions shall survive termination of this Agreement.

Upon termination of this Agreement by expiration of the term or upon termination for the convenience of the Parties, the Parties agree to work together cooperatively to develop a coordinated plan for terminating the scope of work rendered up until the time of termination and determining reasonable contract close-out costs for termination for convenience or as a result of PSRC's default or breach. In the event of termination by default or breach, PSRC shall only be obligated to compensate REDMOND for the portion of work that has been satisfactorily rendered to the date of termination according to the terms of this agreement.

## **10.0. GENERAL CONTRACT PROVISIONS**

### **10.1. Rights and Remedies**

The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

### **10.2. No Agency**

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

### **10.3. Third Party Rights**

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and USDOT, and gives no right to any other entity. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and USDOT.

### **10.4. Assignment/Successors**

No Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party. This limitation does not, however, prevent REDMOND from selecting subcontractors or consultants to perform the work authorized by this Agreement. All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives.

### **10.5. Compliance with Laws**

REDMOND shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants, and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be performed. The work performed by REDMOND under this Agreement shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

### **10.6. Governing Law and Venue**

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action resulting from this Agreement shall be brought in the Superior Court of King County.

### **10.7. Notice**

All notices or requests required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by facsimile transmission and shall be deemed received three (3) business days following the date when mailed or on the date

when delivered or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent to the PSRC and REDMOND addressed as shown in Section 3.0.

#### **10.8. Waiver of Default**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of a provision of this Agreement, including failure to require full and timely performance of any provision, shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties, and attached to the original Agreement.

#### **10.9. Severability**

If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby shall remain in full force and effect. The Parties agree to negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

#### **10.10. Warranty of Right to Enter into Agreement**

The Parties each warrant that they have the authority to enter into this Agreement and that the persons signing this Agreement have the authority to bind such person's respective entity.

#### **10.11. Publicity**

The Parties to this Agreement shall not make any formal press releases, news conferences or similar public statements concerning this Agreement without prior consultation with the other Party.

#### **10.12. Future Support**

PSRC makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Agreement.

#### **10.13. Exhibits**

All exhibits referenced in and attached to this Agreement are incorporated herein, except to the extent otherwise provided herein.

#### **10.14. Limitation on Payments to Influence Certain Federal Transactions**

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of Member of Congress in connection with any of the following covered Federal actions: 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 any Federal contract, grant, loan, or cooperative agreement.

#### **10.15. Lobbying Restrictions**

##### **Statutory Provisions**

1. Non-Federal entities shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352; the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990); and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the "New Restrictions on Lobbying". These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and

require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred on to improperly influence are unallowable. See 2 C.F.R. § 200.450(b) and (c).

## **2. Disclosure of Lobbying Activities**

Any non-Federal entity that receives more than \$100,000 in Federal funding shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects 22 | December 26, 2014 the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

## **10.16. Confidentiality**

The Parties acknowledge that the prohibitions against disclosure of information or records described in this Section 18.20 is limited by and not applicable where any law, rule, regulation or court proceeding requires or allows disclosure of information and documents, and neither Party is required to notify the other or any program beneficiary regarding such allowed or required disclosure.

REDMOND and any subgrantees, subcontractors or vendors must maintain confidential files on individual program beneficiaries served associated with this Agreement. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and USDOT staff. REDMOND may only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to REDMOND staff and management staff. REDMOND

## **10.17. Entire Agreement**

This Agreement, including its Recitals and Exhibits, embodies the Parties entire Agreement on the matters covered by it, except as supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.

## **20.0. FLOW DOWN PROVISIONS**

If REDMOND contracts or subawards funds under this Agreement with a person or entity to perform work under this award, REDMOND shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by USDOT and the Office of Management and Budget (OMB)

All subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the System for Award Management prior to award.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Agreement as of the date written below.

City of Redmond:  
15670 NE 85<sup>th</sup> Street  
PO Box 97010  
Redmond, WA 98703-9710

By: \_\_\_\_\_  
Angela Birney  
Mayor, City of Redmond

Date: \_\_\_\_\_

Approved as to form:  
Rebecca Mueller, City of Redmond Supervising Attorney

By: \_\_\_\_\_  
Rebecca Mueller, Supervising Attorney  
City of Redmond

PSRC:  
Puget Sound Regional Council  
1011 Western Avenue, Suite 500  
Seattle, Washington 98104

By: Josh Brown by NBG  
Josh Brown, Executive Director  
Puget Sound Regional Council

Date: July 26, 2023

# Exhibit A

## Scope of Work and Budget Summary

### for City of Redmond Safer Streets for All (SS4A) Action Plan

Amount Based on \$160,000 from Pass-through Entity, Puget Sound Regional Council and \$40,000 Local Match

Task #	Date/Period of Completion	Budget
Task 0: Project Management	June 2025	\$20,000
<ul style="list-style-type: none"> <li>• Prepare regular progress reports and invoices</li> <li>• Prepare for and participate in team meeting progress calls</li> <li>• Monitor scope and budget</li> <li>• Prepare for and participate in subconsultant coordination team meetings</li> <li>• Prepare for and participate in a project kick off meeting</li> </ul>		
Task 1: Community Engagement	March 2024	\$40,000
<ul style="list-style-type: none"> <li>• Establish a committee, task force, implementation group, or similar body charged with the Action Plan's development, implementation, and monitoring</li> <li>• Include engagement with the public and relevant stakeholders, including the private sector and community groups, and incorporate information received from the engagement and collaboration into the plan</li> <li>• Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate</li> <li>• Considerations of equity using inclusive and representative processes</li> </ul>		
Task 2: Roadway Audit	June 2024	\$60,000
<ul style="list-style-type: none"> <li>• Development of Roadway Audit methodology that builds upon the City's existing base level Local Road Safety Plan. The Roadway Audit will incorporate <a href="#">Safe System Approach principles</a> and reference the Safe System Approach objectives developed by the FHWA.</li> </ul>		
Task 3: Policy and Local Regulatory Audit	December 2024	\$20,000
<ul style="list-style-type: none"> <li>• Development of Policy &amp; Local Regulatory Audit methodology that builds upon the City's existing base level Local Road Safety Plan. The</li> </ul>		

Policy & Local Regulatory Audit will incorporate <a href="#">Safe System Approach principles</a> and reference the Safe System Approach objectives (Safer People, Safer Roads, Safer Vehicles, Safer Speeds, and Post-Crash Care) developed by the FHWA.		
<b>Task 4: Action Plan and Recommendations</b>	<b>June 2025</b>	<b>\$60,000</b>
<ul style="list-style-type: none"> <li>The Action Plan will incorporate results from Task 1 (Community Engagement), Task 2 (Roadway Audit), and Task 3 (Policy and Local Regulatory Audit).</li> <li>Deliverables for this task include a Draft Action Plan</li> </ul>		
<b>Total Budget</b>		<b>\$200,000</b>



## Exhibit B

### Project Budget

Amounts Based on \$160,000 Grant Award, \$40,000 Match

Item	Grant Share	Match
Personnel		
Fringe Benefits		
Travel		
Equipment	8,000	2,000
Supplies		
Contractual	152,000	38,000
Construction		
Other		
Total Direct Charges		
Indirect Charges		
Total Charges	\$160,000	\$40,000

# Exhibit C

## Requestion for Payment and Reporting Template

To: Puget Sound Regional Council  
Attn: Accounts Payable  
1011 Western Avenue, Suite 500  
Seattle, Washington 98104

From: City of Redmond  
15670 NE 85<sup>th</sup> Street MS: 4SPL  
PO Box 97010  
City of Redmond, WA 98052

Project Title: Safe Streets for All (SS4A) Action Plan  
Project Agreement Number: 2024-01

Invoice Period: From \_\_\_\_\_ to \_\_\_\_\_.

Budget Table			
Line Item	Current Expense	Total Expense to Date	Contract Budget
Personnel	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel	\$	\$	\$
Equipment	\$	\$	\$
Supplies	\$	\$	\$
Contractual	\$	\$	\$
Other	\$	\$	\$
Total Direct Charges	\$	\$	\$
Indirect Charges	\$	\$	\$
Total Requisition this Period	\$	\$	\$

I certify that the expenses listed above have been properly incurred in the accomplishment of the services of this agreement.

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

party contractors. PSRC monitors compliance by requiring all contractors to sign our standard contract that includes terms and conditions requiring compliance with FTA requirements related to Title VI, DBE, conflict of interest, discrimination, lobbying, and debarment and suspension.

## **Subrecipient Monitoring**

February 2018

It is the policy of PSRC to monitor subrecipients of federal, state, and local grant funds to ensure that federal awards are used for authorized purposes in compliance with 2 CFR 200.331(a)(1), and to ensure the performance goals are achieved as described by the terms of the subaward.

### **Pre-Award**

Award agreements will include federal award information as well as necessary federal compliance information needed by subrecipients. A list of these requirements can be found at 2 CFR 200.331(a).

Prior to subaward, PSRC will conduct a risk assessment to evaluate subrecipient's risk of noncompliance by reviewing:

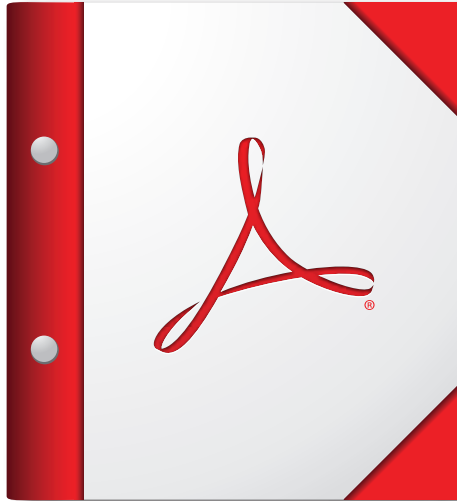
- The subrecipient's prior experience with the same or similar subawards,
- The results of previous audits including whether the subrecipient receives a Single Audit, and the extent to which the same or similar subaward has been previously audited,
- Whether the subrecipient has new personnel or new or substantially changed systems,
- The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency),
- Title VI compliance

PSRC will document the risk assessment and include it in the subrecipient file.

### **Post-Award**

Ongoing and annual monitoring will include the following:

- PSRC will ensure that all invoices submitted for payment from each subrecipient include adequate support for the costs incurred. Costs claimed as matching will be subject to the same standard as costs billed to PSRC.
- PSRC will review performance reports required by the subrecipient
- On-site reviews may be performed depending on assessed risk.
- Ensure subrecipient takes action on deficiencies in above areas or detected through audits or site reviews.
- Verify that subrecipient is audited when it is expected to expend federal awards exceeding \$750,000 per §200.501 Audit requirements.



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## Memorandum

**Date:** 9/5/2023

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

**File No.** CM 23-434

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager

**TITLE:**

Approval of the National League of Cities Advancing Economic Mobility Grant in the Amount of \$15,000

**OVERVIEW STATEMENT:**

City staff is seeking approval from City Council to authorize the Mayor to accept a National League of Cities (NLC) Grant in the amount of \$15,000. Funds will be used to hire a consultant to facilitate and work with a coalition of partners to maximize the opportunity for developing a Multicultural Eastside Small Business Hub in the Bellwether Housing Overlake Village light rail station transit oriented development (TOD).

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

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**

2030 Comprehensive Plan Policies:

**EV-9:** Encourage and recognize incubator space in Redmond for existing and future small businesses.

**EV-19:** Participate in partnerships with other agencies, businesses, nonprofits and other organizations that further the City's economic vitality goals.

**EV-20:** Implement, in conjunction with business, education and other community partners, the Strategic Plan for Economic Development to...Identify strategies to retain existing businesses and help them succeed;

**EV-21:** Initiate or participate in the following activities in support of economic vitality:

- Monitor future trends and economic conditions;
- Prepare information for businesses on available public sector financing;
- Support federal and state funding of cost effective business financing programs;

- **Required:**  
Council Approval is required for grant acceptance
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

#### **OUTCOMES:**

Outcomes for this project include the creation of a facility concept that outlines the design, layout, programming, and operational framework with prospective financial performance over time and the identification of an ownership structure and operating model for the facility along with a capital funding plan.

#### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Fall of 2023
- **Outreach Methods and Results:**  

The initial coalition partners of OneRedmond-OneEastside SPARK, Indian American Community Services (IACS), and Eastside for All will serve as the core group that will be working with the consultant to identify and convene the Project Advisory Team. Other community based organizations (CBOs) that provide business assistance will be invited to participate as well as the larger small business assistance ecosystem of providers.

Bellwether Housing and its design team will be invited to participate and will be actively involved in working with the consultant and the Project Advisory Team to refine the facility concept, validate the feasibility, and ensure alignment with best practices and industry standards in addition to providing associated cost estimates.
- **Feedback Summary:**  
Will be provided in final report

#### **BUDGET IMPACT:**

##### **Total Cost:**

The Economic Development Program has matched this grant with \$15,000 out of professional services approved in the 2023-2024 budget for a total of \$30,000 toward this effort.

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

##### **Budget Offer Number:**

000250 (Community and Economic Development)

**Budget Priority:**  
Vibrant and Connected

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

*If yes, explain:*

N/A

**Funding source(s):**

General Funds

**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
9/19/2023	Business Meeting	Approve

**Time Constraints:**

Funds must be spent by December 15, 2023

**ANTICIPATED RESULT IF NOT APPROVED:**

Funding will not be leveraged to assist with project

**ATTACHMENTS:**

Attachment A - National League of Cities MOU

Attachment B - National League of Cities Grant Application and background material

Advancing Economic Mobility Rapid Grant Program MOU  
Between  
National League of Cities Institute and  
City of Redmond

**PURPOSE**

This Memorandum of Understanding (MOU) sets forth the terms of participation and understanding between the National League of Cities Institute (NLCI) and the City of Redmond (City) as part of NLCI's *Advancing Economic Mobility Grant program* between August 02, 2023, and December 15, 2023.

**BACKGROUND**

With support from the Bill and Melinda Gates Foundation, NLCI's Advancing Economic Mobility Grant program provides cities with coaching and grant funding to help them test innovative ideas that will boost the economic mobility of residents. Participating cities, towns, or villages will learn from peers and NLCI staff through their participation. This MOU defines the terms for the full project period.

**EFFECTIVE DATE AND TERMINATION RIGHTS**

This MOU will take effect upon the last party's signature and shall remain in effect until December 15, 2023. Either party may terminate this MOU upon delivery of written notice to the other party. Upon termination, the City must promptly refund any unused grant funds to NLCI within 30 days of termination.

**GRANT AWARD AND USE OF FUNDS**

NLCI will provide the City a grant in the amount of \$15,000 to support costs associated with testing ideas, planning projects, and supporting existing strategies that respond to community needs and advance economic mobility as outlined in the City's application as accepted by NLCI. Funds shall be used solely for the purpose and goals stated herein and in accordance with the budget submitted by the City and approved by NLCI for activities for the term of this MOU. Allowable uses of funds include but are not limited to expenses associated with core personnel costs; consultants, stakeholder engagement with community organizations, residents, and other partners; supports or incentives for resident engagement such as payments, gift cards, or food; sub-granting to target population; technology integration; and other uses as approved by NLCI.



## DISTRIBUTION OF AWARD

NLCI shall distribute the total rapid grant award to the City upon the receipt of a completed W-9 form, completed ACH form, and a signed copy of this MOU.

## SUMMARY OF ROLES AND RESPONSIBILITIES

By accepting this grant, City agrees to:

- Select a team lead from within City government to act as a primary contact for NLCI;
- In collaboration with NLCI, identify a date and times for three coaching calls with core team;
- Participate fully in the Economic Mobility Peer Network (EMPN) calls on October 4 and December 6 of 2023;
- In collaboration with NLCI staff, create materials that highlight the city's efforts for public dissemination;
- When discussing the City's participation in or impacts of the program in public settings or communications and media materials, note the National League of Cities' involvement;
- Keep NLCI staff apprised of progress, and notify NLCI within 3 business days of any major setbacks, unexpected challenges, staff transitions on the funded project team, or proposed budget changes exceeding 10 percent throughout the grant period;
- Up to two members of the city team must attend and share information about project progress at the Economic Mobility Convening on **November 15, 2023, in Atlanta, GA**, with expenses paid by NLCI; and
- Submit **a final grant report to NLCI by December 15, 2023**, which includes a narrative description of all work conducted under the grant, outcomes achieved, lessons learned, and a financial report that shows how the awarded funds were used or are obligated toward project objectives. NLCI will provide the final report template materials.

Advancing Economic Mobility Rapid Grant program

Grant Receipt Statement

By signing this document, I acknowledge that I have read and agree to the grant provisions set forth in this MOU for the National League of Cities Institute's *Advancing Economic Mobility Rapid Grant* program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name -Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

***National League of Cities Institute***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Clarence E. Anthony  
President  
National League of Cities Institute

Please email this completed page to Patrick Hain at [eofe@nlc.org](mailto:eofe@nlc.org).

**Please find the extended answers to the City of Redmond's Advancing Economic Mobility Grant Application below. Supporting documents follow.**

**Please select which area your work will focus on (select only one):**

Equitable support to strengthen or start small businesses

**What is your community's vision and overarching goals for what it will achieve by receiving these funds and support from NLC? (Your response should be no more than 250 words.)**

The City of Redmond is committed to being a leader in promoting the values of diversity, equity, and inclusion in our community.

The Redmond 2050 Comprehensive Plan vision states that "Redmond is regionally and nationally renowned as a city with a vibrant economy that is home to diverse and innovative businesses, from multinational corporations to small and local artisan, start-up, and legacy businesses. Redmond is regarded for providing equity for its residents, workers, and visitors, whether for its city services, such as accessible parks and trails, programs for immigrants and those with disabilities to get job training and employment, or policies and initiatives that provide everyone the resources, tools, and opportunities to succeed" One of Redmond's three prioritized economic vitality goals is to "Cultivate a diverse workforce and business community that reflects Redmond's commitment to opportunity, equity, self-sufficiency, and the importance of both legacy and new businesses."

The City of Redmond understand the importance of working with community-based organizations to reach and assist our diverse business community through trusted channels. The city is fortunate to have dedicated partner organizations in our community to facilitate equitable business support.

These funds would support the City of Redmond in ensuring equitable economic development by partnering with community-based organizations to facilitate culturally accessible business assistance and programing to help our diverse entrepreneurs and small businesses realize their potential and add to the economic vitality of the city.

**What will your municipality do with the funds if selected for the grant? Please describe your proposed project and note any populations that will be prioritized and why (Your response should be no more than 500 words.)**

Redmond is a diverse city with over 42% foreign born and 46.5% of the population speaking a language other than English at home. The pandemic has brought to light the need for increased support for diverse small businesses and entrepreneurs in our communities.

In early 2023, Bellwether Housing was selected to develop a transit-oriented, mixed-use, affordable housing project adjacent to the new Overlake Village light rail station, near the Microsoft campus in Redmond. Included in their proposal is a 10,000 square feet ground floor commercial space dedicated to a coalition of partners in East King County, including OneRedmond-OneEastside SPARK, Indian American Community Services (IACS), Eastside for All, and other regional CBOs.

Funding received from the National League of Cities would be matched by the City of Redmond's Economic Development program. Funds would be used to hire a consultant to facilitate and work with the coalition partners to maximize the opportunity for developing a Multicultural Eastside Small Business Hub that may include a Food Business Resource Center and commercial kitchen facility.

Food businesses have traditionally been a way for immigrants and minority business owners to gain a foothold in the economy. Unfortunately, skyrocketing real estate and rental rates coupled with the lack of available commercial kitchens in Redmond are barriers to success. The proposed Multicultural Eastside Small Business Hub, Food Business Resource Center, and commercial kitchen would serve as a community hub – a space where people can gather to learn more and celebrate Redmond’s multicultural community’s rich food traditions.

The consultant scope of work would include:

- Work with the coalition partners to identify and convene a Project Advisory Team from our regional small business eco-system, including CBOs and other partners providing culturally and linguistically relevant assistance to entrepreneurs and small businesses.
- Conduct market research to identify similar multicultural small business hubs, food business resource centers, and commercial kitchen facilities regionally, nationally, and globally. Review best practices including facility design, programming, ownership, management, and financial modeling.
- Schedule virtual briefings and information sessions for the Project Advisory Team with targeted hub administrators and stakeholders to learn about their facilities and programs, including their experiences, challenges, and successes in achieving financial sustainability.
- Based on research findings and insights gathered, develop project goals and objectives for the Bellwether Overlake Village development, including a facility concept that outlines design, layout, programming, and operational framework with prospective of financial performance over time.
- Work with Bellwether Housing and their consultants to refine the facility concept, validate the feasibility, and ensure alignment with best practices and industry standards. Review associated facility and tenant improvement costs and capital requirements.
- Determine an equitable ownership structure and operating model for the facility along with a capital funding plan that identifies funding from various sources, including the USDA; EDA; federal and state direct appropriations; local public support from King County, the Port of Seattle, and other municipalities; in addition to private and philanthropic support from organizations like Microsoft, Amazon, and other regional players.

**What are your municipality’s current priorities or initiatives that support the selected focus area?  
(Your response should be no more than 250 words.)**

The City of Redmond is committed to being a leader in promoting the values of diversity, equity, and inclusion in our community. The city is currently conducting a community assessment to learn how to most equitably serve and create opportunities for those who live, work, and play in Redmond. This assessment will result in a three-year strategic plan to create more equitable and inclusive policies, programs, and overall culture.

The City of Redmond invested \$1.854M in CARES funding that was distributed to 352 small businesses of which 35% were minority-owned. Currently, the city has appropriated \$740,000 in ARPA funding for small business support programs including \$500,000 in direct funding to small businesses and \$160,000 for multicultural business support.

In addition to the Redmond 2050 Comprehensive Plan goal to “cultivate a diverse workforce and business community that reflects Redmond’s commitment to opportunity, equity, self-sufficiency, and the importance of both legacy and new businesses”, the City is embarking on an economic development plan with a focus on small business and entrepreneurship support, including strategies to partner with organizations that can provide trusted culturally responsive business assistance and resource navigation.

The city will match funding from the National League of Cities to support this effort and findings will be incorporated into the ongoing economic development strategy for the city.

**Describe any specific opportunities you would capitalize on if selected for funding and support. This could include new state or federal investments in your community, emerging community needs or trends, etc. (Your response should be no more than 250 words.)**

Redmond is poised to capitalize on the unique timing of a 200-unit affordable housing and transient oriented development project with the opportunity to create a Multicultural Eastside Small Business Hub as the life of the building. This hub will provide in-person, welcoming, and trusted business assistance to diverse entrepreneurs and small business owners close to transit. This concept has been a vision for the Eastside for more than a decade and the City of Redmond wants to support this vision becoming a reality.

In addition, the funding would ensure continued momentum for OneRedmond's OneEastside SPARK program in partnership with its partners. SPARK was launched in 2021 through a U.S. Department of Commerce Economic Development Administration (EDA) \$500,000 CARES Act Recovery Assistance grant to provide technical assistance and programming for small businesses and nonprofits impacted by the COVID-19 crisis in collaboration with East King County's 23 cities and towns; chambers of commerce; community-based organizations; higher education institutions; and county and state government.

Over the 15-month grant period, SPARK delivered 28,000 instances of engagement with small businesses and nonprofits via webinars hosted in partnership with the U.S. Small Business Administration (SBA) and Washington's Small Business Development Center (SBDC); a virtual portal of resources including on-demand training and education; and one-on-one advising. Throughout the grant period, SPARK served over 1,100 unique organizations, with 40 percent self-identifying as women- and/or minority-owned businesses.

By creating this centralized location for sustained culturally responsive business assistance, needs of diverse businesses can better be measured and responded to with collective and aligned programming.

**What outcomes do you hope to measure to gauge your teams' success in meeting your previously stated goals? (Your response should be no more than 250 words.)**

While many business owners have connections and resources that help them tap into government aid and resources, enormous barriers prevent many minority-owned and historically underserved small businesses and nonprofits from accessing those same programs. A welcoming centralized physical location for business assistance will provide better customer service to our diverse businesses and allow for better collaboration, referrals, and tracking of businesses. It would also provide for better organic information sharing and identification of emerging business needs and trends that can be collectively responded to. The Eastside Small Business Hub can be a model of success and share lessons learned and best practices with other municipalities.

Specific success for this grant will be measured by consultant engagement that supports the ideation, creation, and development of a physical Multicultural Eastside Small Business Hub that welcomes and meets the needs of entrepreneurs and small businesses from across many cultures.

Specific short-term metrics for this grant project include:

- The number of coalition partners, community-based organizations, and stakeholders actively participating in the Project Advisory Team
- Engagement of prospective partners and funders through the process
- Creation of a facility concept that outlines the design, layout, programming, and operational framework with prospective financial performance over time.
- Identification of an ownership structure and operating model for the facility along with a capital funding plan

Long-term metrics include:

- Number of diverse small businesses served with business assistance
- Number of diverse new businesses started
- Success and growth of small businesses served through programming
- Engagement and satisfaction with Partner neighboring cities

**What key partners are (or will be) engaged and committed to realizing your plan and meeting your outcomes? What will their roles be? (Your response should be no more than 250 words.)**

The initial coalition partners of OneRedmond-OneEastside SPARK, Indian American Community Services (IACS), and Eastside for All will serve as the core group that will be working with the consultant to identify and convene the Project Advisory Team.

Bellwether Housing and its design team will be invited to participate and will be actively involved in working with the consultant and the Project Advisory Team to refine the facility concept, validate the feasibility, and ensure alignment with best practices and industry standards in addition to providing associated cost estimates.

Other CBOs invited to participate may include, 4Tomorrow; the African Chamber of Commerce of the Pacific Northwest; BigHug – Korean American Resource Center; BizDiversity; Cambodian American Community Council of Washington; Centro Cultural Mexicano; Community Business Connector; Eastside Refugee and Immigrant Coalition (ERIC); Filipino Community of Seattle; Global Social Business Partners (GSBP); Greater Seattle Chinese Chamber of Commerce; International Rescue Committee (IRC); Japan American Society of the State of Washington (JASSW) the Muslim Association of Puget Sound, the Muslim Community Network Association, and the Small Business Resiliency Network (SBRN).

Other groups that may be invited to select meetings will include representatives from Startup425 and the 16 Eastside Chambers; interested neighboring city economic development staff; mainstream business assistance providers from the Washington Small Business Development Center; Small Business Administration; SCORE; King County Library System along with existing food business TA providers from Business Impact NW, Global to Local-Spice Bridge, and Ventures; and representatives from our regional CDFI and microlender network.



# City of Redmond

## Economic Vitality Chapter 2050 Comprehensive Plan

# Economic Vitality



## Vision Statement

In 2050, Redmond is regionally and nationally renowned as a city with a vibrant economy that is home to diverse and innovative businesses, from multinational corporations to small and local artisan, start-up, and legacy businesses.

People and businesses choose Redmond for its great amenities such as parks, regional trails, and community facilities, its vibrant centers, a healthy natural environment, highly regarded schools, and a well-educated and diverse workforce.

Redmond's city government pursues policies that support innovation, attract sustainable development, and foster a positive business climate.

Redmond is regarded for providing equity for its residents, workers, and visitors, whether for its city services, such as accessible parks and trails, programs for immigrants and those with disabilities to get job training and employment, or policies and initiatives that provide everyone the resources, tools, and opportunities to succeed.

Redmond is scaled for walkability and convenience, whether for neighborhood based, or resident-serving businesses, while also maintaining and promoting business districts that serve as regional attractions.

Whether one works in the technology, manufacturing, service industries, in public service, or is a small business owner, Redmond's housing options and amenities allow individuals and families to be self-sufficient and pursue the quality of life they desire.

Redmond is a resilient community – an effective city government with the policies, tools, and services in place to withstand and overcome the impacts from natural disasters, economic downturns, and other events.

With this vision, Redmond has prioritized three economic vitality goals, described in framework policies and supported by policies that further describe and implement these goals and objectives:

- A sustainable and resilient economy,
- A high quality of life, and
- A diverse workforce and business community.

Comprehensive Plan requirement:

RCW 36.70A.070 (7) states that a city's Plan shall include:

An economic development element establishing local goals, policies, objectives, and provisions for economic growth and vitality and a high quality of life.



## Framework Policies for Element

FW-EV-1: Support policies, regulations, services, programs, and infrastructure investments that strengthen an economically diverse, sustainable, and resilient economy.

FW-EV-2: Support policies that contribute to a high quality of life in Redmond, such as career and education opportunities, housing, transportation and recreation choices, as well as a healthy natural environment.

FW-EV-3 Cultivate a diverse workforce and business community that reflects Redmond's commitment to opportunity, equity, self-sufficiency, and the importance of both legacy and new businesses.

## Comprehensive Plan Guiding Principles

The following policies in this element support the Redmond 2050 themes of equity and inclusion, resiliency, and sustainability.

Equity	Resiliency	Sustainability
<ul style="list-style-type: none"><li>• EV-7</li><li>• EV-10</li><li>• EV-13</li><li>• EV-17</li><li>• EV-23</li><li>• EV-25</li></ul>	<ul style="list-style-type: none"><li>• FW-EV-1</li><li>• EV-1</li><li>• EV 4</li><li>• EV-7</li><li>• EV-10</li><li>• EV-17</li></ul>	<ul style="list-style-type: none"><li>• FW-EV-1</li><li>• FW-EV-2</li><li>• EV-11</li><li>• EV-12</li><li>• EV-16</li><li>• EV-27</li></ul>

## Existing Conditions

### Background

Economic vitality can be thought of as the pulse of the community that allows it to thrive and be sustainable. The attraction of resources, whether natural or human, brings people and businesses to an area, which in turn create jobs, opportunities, and wealth. The wealth generated is used to create a community with attractive and desirable amenities that increases quality of life. That high quality of life in turn attracts people, businesses, and opportunities, creating a virtuous cycle of community vitality.

The goal of the Economic Vitality element is to support Redmond community's long-term health and well-being in a way that supports equity and inclusion, sustainability, and resiliency.

With an abundance of high-paying jobs, the cost of housing has dramatically increased in Redmond over the last decade. This has pushed out lower and middle wage income earners and has impacted the local businesses and services that those earners use. This, in the long-term, can stress or break the cycle of economic and community vitality.

The policies identified in this element, and throughout the Redmond 2050 Comprehensive Plan, recognize these concerns and will be used to respond to these issues and maintain Redmond on a path to implement the goals and vision for 2050.

## Current Conditions & Future Projections

Redmond's economy continues to be dynamic. From its origins as a marshy yet abundant fishing and foraging location for indigenous peoples, Redmond's modern roots began as a local hub for farming and logging in the 19<sup>th</sup> century. The mid-20<sup>th</sup> century saw its transformation into a prototypical car-centric suburb with sprawling housing subdivisions, retail shopping centers, and later, office parks catering to the technology services industries such as Microsoft. The 21<sup>st</sup> century ushered in Redmond's next phase of development into a dense urban area with light rail and frequent bus transit service, and its economy continues to evolve and adapt to changing conditions at the regional, national and international levels.

### Snapshot of current economy

As of 2020, Redmond's economy continues to be dominated by the technology sector, most notably by the presence of Microsoft's main corporate campus in the Overlake neighborhood and other offices around Redmond. Nintendo of America is also located in Overlake. Other technology companies have also begun locating into Redmond, such as Meta/Facebook, with its campus on Willows Road, and Amazon, which has offices in Town Center and SE Redmond. Other major private employers including Eurest Dining Services, Terex/Genie, United Parcel Services as well as numerous IT consulting companies. Top public employers are the City of Redmond and the Lake Washington School District.

### Businesses and jobs

As of 2020, Redmond has almost 5,900 licensed businesses, providing approximately 100,000 jobs. Although only a few larger businesses provide most of the jobs in Redmond, more than 92% of businesses have less than 20 employees, and 64% have only one employee.

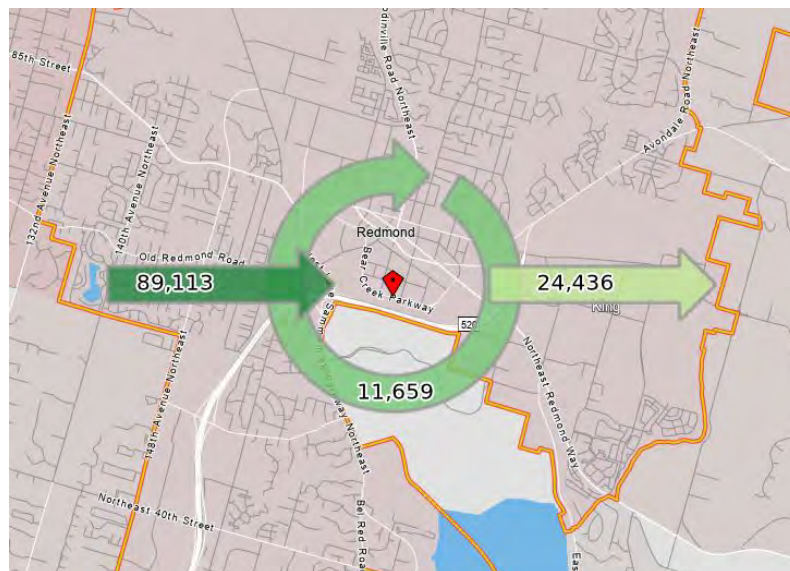
### Job Inflow/outflow

One of the biggest challenges Redmond faces with its continued job growth is that almost 88% of workers come into the city from outside communities. Of the employed workers who do live in Redmond, 68% commute to locations outside of Redmond. This creates a burden on the transportation infrastructure, especially during peak commute times. Expanded transit options, such as the opening of four light rail stations that connect Redmond to Seattle, Bellevue, and the rest of central Puget Sound, as well as expanded multimodal options,

including the Redmond Central Connector and Eastrail, are anticipated to help alleviate congestion and reduce commute times.

The availability of housing options for workers at all skill and income levels could increase the workforce both living and working in Redmond.

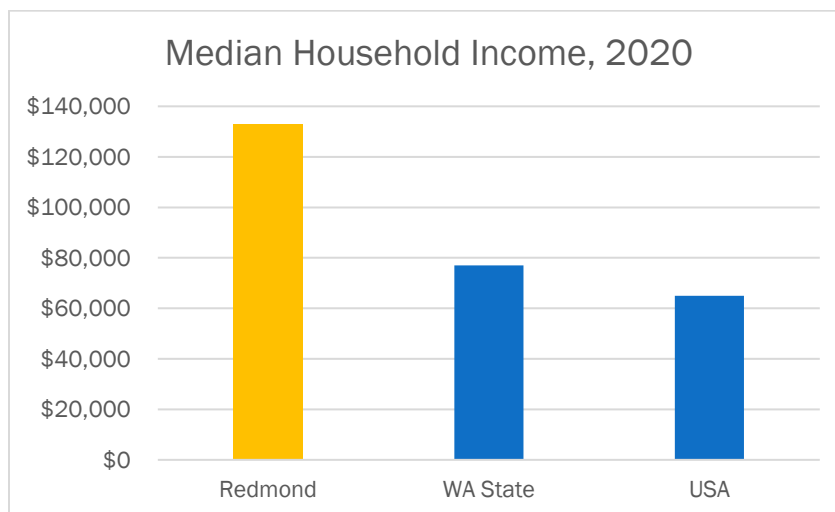
**FIGURE 1 - REDMOND INFLOW/OUTFLOW JOB COUNTS, 2020**



### Income

Redmond's location as a hub of high paying tech-related jobs means that it has among the highest median household incomes (MHI) in the region and the United States. As of 2020, Redmond's MHI was \$132,770. Redmond also has a small percentage of persons living in poverty, at 5.8% compares to the US average of 11.4%.

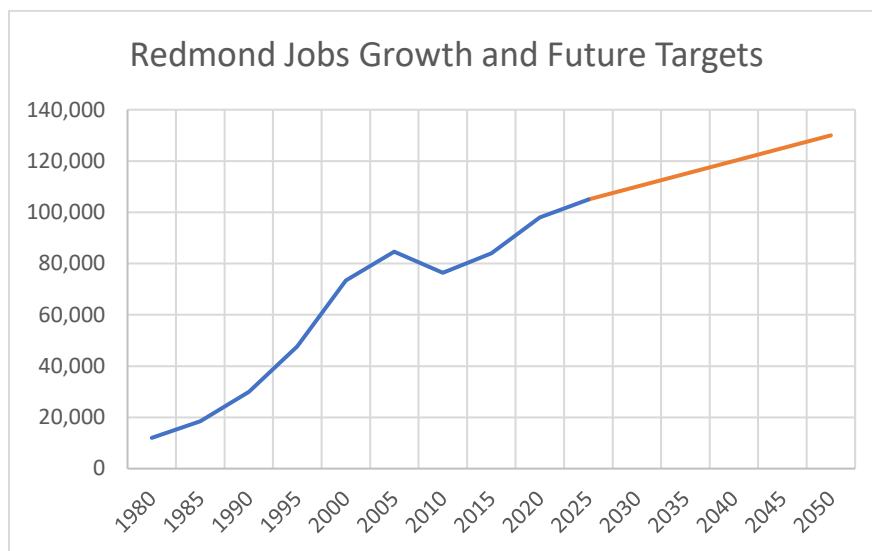
**FIGURE 2 - COMPARISON OF MEDIAN HOUSEHOLD INCOMES**



### Future outlook – employment

Redmond’s employment will continue to grow. Local established businesses, such as Microsoft, will maintain a significant presence, while other tech businesses, such as Amazon and Meta, will continue to expand their footprints in Redmond. Redmond must accommodate nearly 30,000 additional jobs by 2050. Although this substantial growth is impressive, it is less than the rapid job growth experienced in the 1980s, 90s, and early 2000s.

FIGURE 3 - JOB GROWTH IN REDMOND 1980 - 2050



## Policies

### Sustainable and Resilient Economy

The following policies support Redmond’s vision to have an equitable, sustainable, and resilient economy.

#### **FW-EV-1 Support policies, regulations, services, programs, and infrastructure investments that strengthen an economically diverse, sustainable, and resilient economy.**

**EV-1** Develop and maintain a Redmond Economic Development Strategic Plan that implements the City’s policies and is coordinated and consistent with VISION 2050 and the Regional Economic Strategy.

**EV-2** Provide for a mix of land uses in a range of zones that enables Redmond to meet its job growth targets and attract and retain businesses that meet the needs of the community.

**EV-3** Prioritize efficient use of land and infrastructure by directing economic development within existing retail, office, manufacturing, and mixed-use areas and in designated centers.

**EV-4** Focus local investments to maintain and expand infrastructure and services that support local and regional economic development strategies, encourage growth in designated centers, and help achieve employment and housing targets.

**EV-5** Support industry clusters and subclusters that are integral components of the local and regional economy.

**EV-6** Provide a consistent and predictable regulatory environment and customer-focused approach to permitting and development processes.

**EV-7** Utilize tax and fee systems that are equitable and stable, are consistent with City goals, predictably and appropriately fund local services, and are able to maintain a competitive economic environment. Periodically review the City's tax and fee systems to ensure they remain consistent with the City's priorities.

**EV-8** Monitor the performance of economic development policies and strategies in business diversity, middle-wage job creation, and reduction of displacement risks. Identify and track key economic and demographic metrics to help the city evaluate the effectiveness of local economic strategies and achievement of equitable outcomes.

**EV-9** Participate and coordinate with other government agencies, businesses, and non-profits in efforts to further the City's economic vitality.

**EV-10** Ensure all businesses have access to proactive businesses assistance including disaster recovery resources through clear, timely, and supportive processes. Prioritize businesses that are small, local, historically lack capital, represent underserved and marginalized communities, and are at risk of displacement.

**EV-11** Attract and support businesses that embrace Redmond's environmental sustainability and climate goals.

**EV-12** Evaluate and implement communitywide innovations that enhance economic vitality while ensuring data privacy and security.

## Quality of Life

The following policies promote a high quality of life, an essential component of an economically vital community.

**FW-EV-2** Support policies that contribute to a high quality of life in Redmond, such as career and education opportunities, housing, transportation and recreation choices, as well as a healthy natural environment.

**EV-13** Maintain and promote a healthy natural environment as a significant community amenity that attracts people and investments and contributes to Redmond's economic vitality and sustainability.

**EV-14** Support and collaborate with educational institutions and non-governmental organizations to provide opportunities to advance knowledge and skills.

**EV-15** Align workforce development efforts with the needs of underserved communities.

**EV-16** Support and incentivize neighborhood-based business to achieve complete neighborhoods.

**EV-17** Support and incentivize the preservation of resident-serving businesses that are important to Redmond residents.

**EV-18** Foster the creation of business districts that help small businesses thrive and that are centers of local commerce, community, and culture.

**EV-19** Enhance local arts, culture, recreation, nightlife, and social amenities that promote Redmond as an attractive place to work and live.

**EV-20** Encourage a mix of housing types and options that allows workers at different wage levels to live and work in Redmond.

**EV-21** Invest in a well-connected, safe, accessible, and efficient multi-modal transportation network that is responsive to innovations and changing demands.

**EV-22** Support Redmond's growth as a tourism destination and foster tourism-related initiatives that bring investment and economic benefit.

**EV-23** Allow for the equitable and multi-purpose use of public spaces and rights-of-way, including commercial uses such as outdoor dining, food/merchant kiosks, food trucks, and event and performance spaces.

**EV-24** Support the local and regional food economy and businesses, with an emphasis on those that provide access to local products and healthy, affordable, and culturally relevant food options.

## Business and Job Diversity

The following policies promote a diverse economy.

**FW-EV-3** Cultivate a diverse workforce and business community that reflects Redmond's commitment to opportunity, equity, self-sufficiency, and the importance of both legacy and new businesses.

**EV-25** Adopt and maintain development regulations and incentives that prioritize flexibility in size, location, uses, and design to create affordable commercial spaces that allow small, locally owned, and culturally diverse businesses to thrive.

**EV-26** Develop and maintain land use, zoning and design regulations that attract and support a diversified mix of businesses, from multinational corporations to small, locally-owned and innovative neighborhood shops.

**EV-27** Recognize the importance and value of historically disadvantaged and marginalized communities. Implement actions that would eliminate and correct for on-going disparities and provide opportunity.

**EV-28** Encourage home-based businesses that are compatible with residential uses.

**EV-29** Foster retention of existing businesses as development occurs through incentives, development regulations and programmatic support, such as funding and grant opportunities.

**EV-30** Maintain existing manufacturing park land use and zoning designations to sustain and grow the manufacturing sector while also providing flexibility for evolving business and community needs.

**EV-31** Support policies that lead to income self-sufficiency for both workers and business owners in Redmond at a range of skill and educational levels.





Bellwether Housing

Overlake Village Station

Press Release

Letters of Support



## **Bellwether Housing to build 333 affordable, transit-oriented homes at the Overlake Village Station**

Redmond, one of this region's most expensive places to live, will soon be home to 333 new affordable homes. Following a competitive process requesting proposals from affordable housing developers, Sound Transit has selected Bellwether Housing to develop transit-oriented, affordable rental housing adjacent to the Overlake Village Station, near the Microsoft campus in Redmond.

"Transit connects people to community, to housing, to jobs, to education, to food, to health care, to recreation. When transit and development partner to include diverse and affordable communities directly adjacent to quality light rail stations, these people-centered connections become exponentially more vibrant, sustainable, and equitable for the entire region," said Sound Transit CEO Julie Timm. "We are proud to collaborate with Bellwether Housing and the City of Redmond on this transformative project."

State law requires Sound Transit to commit much of the surplus land resulting from station development to affordable housing. To date 1,150 affordable homes have been developed or are under development on former Sound Transit property.

"We applaud Sound Transit's creative use of property near the Overlake Village Station and welcome Bellwether Housing to Redmond," said Mayor Angela Birney. "Affordable housing paired with a range of community services near light rail is essential in achieving our vision of complete and equitable neighborhoods. This is another great example of what working together and leveraging partnerships can do for the betterment of our community."

Bellwether's proposal features rents affordable to households with incomes between 30% and 80% of the area median income. For a 2-bedroom apartment, that means rent will range from about \$800 to \$2,000, in a community where rent is typically [more than twice as high](#) as the national average. The project will include 120 2- and 3-bedroom apartments for larger families.

"This is exactly what we need to be doing – density, affordability, community partners – near great schools, world class transit, and a great job market. Communities need this. Families need this. And we are honored to be supporting Sound Transit and the City of Redmond's housing equity goals," said Susan Boyd, Chief Executive Officer of Bellwether Housing.

Bellwether is partnering with Hopelink, the eastside's largest social service agency, to provide supportive services to residents who need them.

"Too often, families experiencing poverty are priced-out of centrally located neighborhoods. As a result, our communities miss out on the value of their presence and contributions to those communities," said Dr. Catherine Cushinberry, Chief Executive Officer of Hopelink. "With this partnership, families will be closer to good jobs, great schools, and able to participate more in what will be our shared communities. We know how vital access to quality services are to all families as they settle into a place they can call home. Hopelink is excited to walk alongside

residents as they develop this stability and is proud to partner with Bellwether Housing and Sound Transit in this critical work for our region.”

The project will also include large community and retail spaces on the ground floor. OneRedmond-OneEastside SPARK, the Redmond Police Department, and Indian American Community Services plan to occupy and activate those ground floor spaces with services to support public safety, small businesses, and the cultural and recreational needs of the neighborhood.

###

### **About Bellwether Housing**

Bellwether Housing is the largest private, nonprofit affordable housing provider in Seattle. Bellwether has developed and operated housing for low-income individuals, families, seniors and households transitioning out of homelessness since 1980. We serve over 6,000 residents in 2,900 apartments throughout Seattle.

### **About Sound Transit**

Sound Transit builds and operates express buses, light rail and commuter train services for the central Puget Sound region so that people can get to where they are going safely and economically.

### **About Hopelink**

Since 1971, Hopelink has provided stability-building services for people experiencing poverty in North and East King County. The agency provides nine comprehensive services that work in tandem, supporting community members as they work to exit poverty. These services include food assistance, housing, financial capabilities, employment services, transportation, energy assistance, financial assistance, adult education, and family development.



January 19, 2023



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Regarding: Letter of Interest in Commercial Space  
OneRedmond - OneEastside SPARK  
ST Overlake Village Station TOD Property  
RP 0091-22

Dear Sound Transit:

We are writing in support of Bellwether Housing's response to your RFP for affordable housing and ground floor commercial space at Overlake Village Station TOD Property in Redmond, WA.

OneRedmond and our OneEastside SPARK: Center for Business Resilience and Innovation program, is part of a coalition of partners in East King County supporting small businesses and non-profits, including Indian American Community Services (IACS) and Eastside for All, that is interested in exploring opportunities to potentially lease or own 10,000 square feet of ground floor commercial space at the south-west corner of the Bellwether Overlake development. We are excited by the opportunity this presents for establishing a multicultural Eastside Small Business Hub featuring a Food Innovation Network complete with a commercial kitchen facility.

OneRedmond, is a 501(c)(6) public-private partnership that serves as the chamber, community foundation and economic development partner for the City of Redmond. OneEastside SPARK (SPARK) is a program of the OneRedmond Foundation dba OneEastside Foundation, a registered 501(c)(3) non-profit.

SPARK was launched in 2021 through a U.S. Department of Commerce Economic Development Administration (EDA) \$500,000 CARES Act Recovery Assistance grant to provide technical assistance and programming for small businesses and non-profits impacted by the COVID-19 crisis in collaboration with East King County's 23 cities and towns; chambers of commerce; community-based organizations; higher education institutions; and county and state government.

Over the 15-month grant period, SPARK delivered 28,000 instances of engagement with small businesses and non-profits via webinars hosted in partnership with the U.S. Small Business Administration (SBA); a virtual portal of resources including on-demand training and education; and one-on-one advising. Throughout the grant period SPARK served over 1,100 unique organizations, with 40 percent self-identifying as women- and/or minority-owned businesses.

The pandemic has brought to light the need for increased support and investment for small businesses and entrepreneurs of color in our communities. Small businesses employ 59.9 million people, and account for 99.9 percent of all businesses in the U.S. Over the past 25 years, small businesses created approximately 60 percent of the net new jobs nationwide, and the majority of money spent at a local business stays in the local economy. The recent Washington State Commerce Technical Assistance Report entitled Time, Trust, Technology: Community First for Small Business Opportunity found that small businesses that receive the right mix of capital and support grow 30% faster than their peers.



**OneRedmond**

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Our coalition is reviewing the opportunity to establish a physical multicultural Eastside Small Business Hub that could serve as a centralized location and resource for small businesses and non-profits across East King County. We envision this operating as a service hub, similar to the Together Center in downtown Redmond, providing shared office and meeting space to partners from across our regional small business support ecosystem. Coworking space might also be made available to startups participating in incubator and accelerator programs offered by our partners.

Core to the vision for the Eastside Small Business Hub is the development of an Eastside Food Innovation Network Program for East King County that would be modeled after South King County's Global to Local program and its 2,800 SF Spice Bridge Global Food Hall at Tukwila Village.

Food businesses have traditionally been a way for many immigrants and low-income families to gain a foothold in the economy. Unfortunately, skyrocketing real estate and rental rates for restaurant spaces along with the lack of available commercial kitchens on the eastside are key barriers to success.

The Eastside Food Innovation Network's commercial kitchen in Bellwether's Overlake development would serve as a community institution for existing and up-and-coming food sector entrepreneurs by providing food prep facilities for commercial caterers and food trucks; along with preparation and processing space for food product businesses; and potential pop-up shared retail space for selling products. The space could also serve as a community hub — a space where people can gather to learn more and celebrate the eastside multicultural community's rich food traditions.

The coalition would be interested in exploring options for the space in the Bellwether Overlake development that could include a lease or rent to own structure. This would be dependent on the availability of funding from various sources that may include programs like U.S. Department of Agriculture (USDA) grants for community food system programs; U.S. Economic Development Agency (EDA) Economic Adjustment Assistance grants; potential federal and state direct appropriations; local public support from King County, the Port of Seattle, and other municipalities; in addition to private and philanthropic support from organizations like Microsoft, Amazon and other regional players. From our preliminary discussions with representatives from Microsoft we understand there will be a future opportunity to apply for grants of up to \$1M related to supporting the commercial aspects of this development.

We have met several times with the Bellwether development project team. Given the context of the holiday season and the short timeline for response, we wanted to express our interest in partnering with Bellwether on this project that will greatly enhance our small business support ecosystem across East King County.

We believe that Bellwether would be a strong community partner in the development and operation of this much needed community and affordable housing project.

Sincerely,

Kristina Hudson | CEO, OneRedmond | Founding Partner, OneEastside SPARK  
kristinah@oneredmond.org

(425) 885-4014

OneEastside Foundation Federal Tax ID number: #271122671

January 19, 2022



Regarding: Letter of Interest in Commercial Space  
Indian American Community Services (IACS)  
ST Overlake Village Station TOD Property  
RP 0091-22

Dear Sound Transit,

We understand that Bellwether Housing is responding to an RFP to develop affordable housing and ground floor commercial space at 152nd Avenue NE and NE Shen Street adjacent to the Overlake Light Rail Station in Redmond, WA.

Indian American Community Services (IACS) is part of a BIPOC coalition of partners, including OneEastside SPARK and Eastside for All, that is interested in exploring opportunities to potentially lease or own 6-7000 square feet of ground floor commercial space at the south-west corner of the Bellwether Overlake development. We are excited by the opportunity this presents for establishing a multicultural Eastside Small Business Hub featuring a Food Innovation Network and a commercial kitchen facility.

A registered 501(c)(3) non-profit, Indian American Community Services connects and empowers the Asian-Indian community, immigrants, refugees and others through programs, services, and advocacy for people of all ages and all life stages. Programming includes enrichment activities, crisis care and mental health referrals, for families, seniors, women, children, and youth. IACS also informs, supports and mentors small businesses owned by immigrants and People of Color.

Our coalition is reviewing the opportunity to establish a physical multicultural Eastside Small Business Hub that could serve as a centralized location and resource for small businesses and non-profits across East King County. This space will provide a location for partner programs to run seven days a week with services ranging from small business education and networking sessions, intergenerational programming, digital literacy assistance, Welcome Enterprise Center services, a Women's Consignment Closet, admin support offices, human services, and referrals to the housing at Overlake Village for low-income individuals and families priced out of the local community.

We are also excited by the opportunity this new development provides for setting up an Eastside Food Innovation Network Program with a commercial kitchen. Food businesses have traditionally been a way for many immigrants and low-income families to gain a foothold in the economy and this program would serve as a key resource for food sector entrepreneurs by providing food prep facilities; along with preparation and processing space; and potential a shared retail space. The space could also serve as a community hub, where people can gather to learn more and celebrate the eastside's rich multicultural food traditions.

The coalition is interested in exploring either a lease or rent to own structure for the coalition-based space. Initial discussions with Microsoft have identified Microsoft Philanthropy as a potential funding source for development of the coalition commercial space. The final structure depends on the coalition's capital campaigns and funding opportunities.

We have met several times with the Bellwether development project team. Given the context of the holiday season and the short timeline for response, we wanted to express our interest in partnering with Bellwether on this project in the Overlake neighborhood of Redmond.

We believe that Bellwether would be a strong community partner in the development and operation of this much needed affordable housing project.

Sincerely,

A handwritten signature in black ink, reading "Lalita Uppala". The signature is fluid and cursive, with the first name "Lalita" written in a larger, more prominent script than the last name "Uppala".

Lalita Uppala  
Executive Director  
Indian American Community Services  
P.O. Box 404  
Bellevue, WA 98009-0404  
Phone Number (253) 234-9989  
Federal Tax ID number: 91-1268802



January 19, 2023

Regarding: Letter of Interest in Commercial Space  
Eastside for All  
ST Overlake Village Station TOD Property  
RP 0091-22

Dear Sound Transit,

I understand that Bellwether Housing is responding to an RFP to develop affordable housing and ground floor commercial space at 152nd Avenue NE and NE Shen Street adjacent to the Overlake Light Rail Station in Redmond, WA.

Eastside for All supports the coalition of partners, including Indian American Community Services (IACS) and OneEastside SPARK, that are exploring opportunities to potentially lease or own 10,000 square feet of ground floor commercial space at the south-west corner of the Bellwether Overlake development.

Eastside for All supports local community-based organizations, partnering with many multiracial and multicultural organizations on a regular basis to share, collaborate, and take joint action for racial equity and other social justice initiatives. For the past four years we've convened the Enterprise Welcoming Group, a network of leaders of color; together we support our small business owners and advocate for professional and economic advancement in our communities.

We are excited by the opportunity the Bellwether Housing presents for establishing a multicultural Eastside Small Business Hub that may include an Eastside Food Innovation Network with a much-needed commercial kitchen facility. This is in line with a vision that our community and many of our partners have been working toward since early 2019 - the establishment of a physical space serving as a centralized location and resource for small businesses and non-profits across East King County. The pandemic made the need for community spaces like this all the more urgent.

We look forward to working with and supporting the coalition in advancing equitable access to opportunities, resources and capital to address the problem of racial disparities and rectify long-held systemic barriers faced by our entrepreneurs and business owners of color.

We believe that Bellwether would be a strong community partner in the development and operation of this widely beneficial asset and resource.

Sincerely,

Debbie Lacy  
Founder/Executive Director  
Eastside for All | EastsideForAll.org  
425-209-0895





Sound Transit

Overlake Village Station  
TOD Project  
Overview



## Overlake Village Station TOD Project Overview

The area highlighted in pink represents approximately two acres available for transit-oriented development after Overlake Village Station opens in 2023.

We're working with the City of Redmond to support TOD at the future Overlake Village Station, with the primary goal of creating much-needed affordable housing. TOD could also include a mix of ground-floor retail and community spaces, to support the new housing, as well as help foster a vibrant neighborhood that's seamlessly connected to regional transit.



Over the past couple of years, Sound Transit, the City, and other partners have investigated how to support TOD at Overlake Village Station. First, Sound Transit conducted community engagement in 2021 and 2022. We learned a lot about the community's vision for TOD near the new station and the needs it could fill (read our report on that equitable community engagement process [here](#)). In addition, Sound Transit conducted a feasibility study, to decide what could be built on the site.

Based on this information, Agency staff presented an offering strategy to the Sound Transit Board of Directors, which approved offering this site to Qualified Entities – non-profit housing

developers, public housing authorities, and local governments – for the development of affordable housing. With this course of action approved, the Agency published a Request for Proposals seeking Qualified Entities for the redevelopment of the site on Nov. 9, 2022.

Through the RFP process, Sound Transit selected Bellwether Housing, which proposes to construct 333 affordable housing units. This housing will be for tenants with incomes between 30% and 80% of the area median income, with the average benefiting those earning 50% or below the area median income. These units will be comprised of studio, 1-bed, 2-bed, and 3-bed units. In addition, Bellwether proposes to construct ground floor commercial space for retail, community-based organizations, and public partners to serve the community and transit riders.

Sound Transit and Bellwether are now developing the project agreements, which will need to be reviewed and approved by the Sound Transit Board of Directors. Bellwether expects to break ground on the project in 2025, and open to residents in 2027.

[Sign up here](#) to get updates and to learn more about the future of the Overlake Village Station TOD properties.

### **Project facts**

- Two acres of land (roughly the size of two football fields) are available for affordable housing development.
- Site groundbreaking expected in 2025 and opening in 2027.



# OneEastside SPARK

## EDA Release



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ECONOMIC DEVELOPMENT ADMINISTRATION  
**COMMERCE NEWS**  
UNITED STATES DEPARTMENT OF COMMERCE — WASHINGTON, D.C. 20230

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**FOR IMMEDIATE RELEASE**  
**Friday, March 12, 2021**

**Contact: John Atwood**  
**[JAtwood@eda.gov](mailto:JAtwood@eda.gov)**

**U.S. Department of Commerce Invests \$500,000 in CARES Act Recovery Assistance to Support Safe Businesses Reopening Efforts in Redmond, Washington**

WASHINGTON – Today, the U.S. Department of Commerce’s Economic Development Administration (EDA) is awarding a \$500,000 CARES Act Recovery Assistance grant to OneRedmond, Redmond, Washington, to provide technical assistance needed to help coronavirus-impacted small businesses reopen safely and successfully. This EDA grant, to be matched with \$160,000 in local investment, is expected to create or retain 2,000 jobs.

“The Economic Development Administration is committed to helping communities across the nation implement strategies to mitigate economic hardships brought on by the coronavirus pandemic,” said **Dennis Alvord, Acting Assistant Secretary of Commerce for Economic Development**. “This EDA investment in OneRedmond will support their Small Business Recovery and Resiliency Center in providing tailored technical assistance to aid local small businesses, including minority-owned businesses.”

The project will allow OneRedmond’s Small Business Recovery and Resiliency Center to develop a virtual portal to showcase small business success stories while providing updated information on the latest developments and improve program coordination and collaboration with State and local partners to provide small business owners with the comprehensive assistance needed to grow and become more resilient in the face of the coronavirus pandemic.

This project is funded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act ([Public Law 116-136](#)), which provided EDA with \$1.5 billion for economic assistance programs to help communities prevent, prepare for, and respond to coronavirus. EDA CARES Act Recovery Assistance, which is being administered under

the authority of the bureau’s flexible [Economic Adjustment Assistance](#) (EAA) program, provides a wide-range of financial assistance to eligible communities and regions as they respond to and recover from the impacts of the coronavirus pandemic.

**About the U.S. Economic Development Administration ([www.eda.gov](http://www.eda.gov))**

The U.S. Economic Development Administration (EDA) mission is to lead the federal economic development agenda by promoting competitiveness and preparing the nation's regions for growth and success in the worldwide economy. An agency within the U.S. Department of Commerce, EDA makes investments in economically distressed communities in order to create jobs for U.S. workers, promote American innovation, and accelerate long-term sustainable economic growth.



# Time, Trust, Technology

## Community first for small business

### Technical Assistance Report

### Executive Summary



# TIME, TRUST, TECHNOLOGY

Community first for small business opportunity



Washington State  
Department of  
**Commerce**



**Washington  
Opportunity  
Networks**

**Technical Assistance Report** Executive Summary

## Letter from Director Brown

When Param Carr had to close her salon due to the COVID-19 shutdown, she and her family faced financial uncertainty. The small business is her family's sole income source, and mortgage and living costs continued to mount. Fortunately, Indian American Community Services was there to help. This technical assistance provider connected Param with a Punjabi-speaking volunteer, who helped her find financial assistance. This kind of **tailored, consistent and in-language support** was critical to helping Param and many other Washington business owners emerge from the pandemic vital and strong.

Small businesses that receive the right mix of capital and support grow 30% faster than their peers. This assistance can include everything from **filling out a loan application to creating an online marketing strategy, helping hire employees to teaching how to use QuickBooks.**

How do we ensure that all small businesses -- especially those farthest from opportunity or owned by minorities or women or those in rural communities -- have access to the technical assistance they need?

Commerce worked with technical assistance providers around the state to learn about the small businesses they serve and how owners get technical assistance, from whom, and the factors that improve impact. The results, which are outlined in this report, will help **us prioritize state, philanthropic and investor resources to fill in gaps and scale up services.**

This report uncovers how to best support small businesses and sets up Commerce to strengthen resources and initiatives and dismantle barriers, so small businesses farthest from opportunity can thrive and continue to build economic prosperity.

At Commerce, we know that an equitable economic recovery is critical for our communities and necessary for a thriving economy that is as diverse as our state. Washingtonians need an economy that works for everyone, especially as we rebuild from the COVID-19 pandemic.

I look forward to continuing to invest in these technical assistance providers so they can best serve small businesses farthest from opportunity with **in-language, culturally relevant resources, the time necessary to reach entrepreneurs, and the tools and technology that are vital for economic success.**

Lisa Brown - Director  
Washington State Department of Commerce







## Community first

### STRONG BUSINESSES, STRONG ECONOMY

Micro-businesses that receive the **right mix of capital and support grow 30 percent faster** than their peers.

Women-owned businesses grow at three times the rate of all businesses. And **women of color-owned businesses demonstrate explosive growth, growing 43% faster** than businesses overall. One 2022 report noted nationally certified minority-owned businesses saw a 64% increase in jobs.

However, up until now, **there has been no comprehensive study** of what the right mix of capital and support actually is – and whether businesses have access to it. In response, the Washington State Department of Commerce commissioned this report, which focused on **minority and rural businesses farthest from opportunity with fewer than five employees and less than \$100,000 in annual revenue**. In this report, Commerce sought to not only understand the economic impact of the COVID19 pandemic, but to also position the state for future success.

Minority and rural businesses already account for a significant share of Washington's small businesses. Given that the state is diversifying faster than predicted, the projected market share of these businesses by 2060 will be a key factor in the state's future and likely the very **foundation of Washington State's future economy**. Supporting these businesses today will help ensure prosperity for the entire state tomorrow.

*"The way...we have always approached our work is 'community first'...we see this...work as a critical step of that empowerment, which is building financial security, financial success, leading to generational wealth, which leads to power and ultimately representation and empowerment."*

Angie Hinojos,  
Centro Cultural Mexicano

## *"FARTHEST FROM OPPORTUNITY" DEFINED*

For purposes of this report, "farthest from opportunity" is defined as groups or individuals who experience barriers that include, but are not limited to, cultural, linguistic, or geographic obstacles not generally experienced by those who own the systems they must operate within. These groups are generally considered underserved by our institutions. In this report, "minority" refers to people and organizations that are not the culturally dominant identity most closely associated with power. Examples could include those in underserved ethnic or racial groups, women, those who identify within the LGBTQ community, people with disabilities, and/or those who live in rural communities. These groups are generally considered underserved by our institutions. (Please see "Definitions" section.)

## WHY FOCUS ON MINORITY AND RURAL OWNED BUSINESSES?

We are focusing on these businesses because:

Commerce's mission is to support equitable and inclusive opportunity in Washington State.

Despite dramatic and systemic obstacles, **these businesses are economic powerhouses** that are capable of explosive growth when properly funded and supported, scaling faster than all businesses.

Many do not have **equitable access to capital needed** to maintain or grow their businesses due to lack of collateral, credit or financial training.

There was little data on what technical assistance is available statewide to support these businesses.

## WHAT IS THE TECHNICAL ASSISTANCE NETWORK?

This research has shown that the TA collaborative network is an interconnected system of service providers who share information and work together to provide support services for the small businesses we have focused on in this study.

## HOW MANY HOURS PER BUSINESS?

By & For providers consistently stated that their work to serve small business owners involved a significant amount of time per small business. **Wrap-around services can entail 40 or more hours** with a business owner, with five or more relationship building interactions prior to the onset of actual business consultation.

## WHAT SERVICES ARE BEING PROVIDED?

Small business technical assistance encompasses a diverse set of services that traditionally have included access to capital, business planning, marketing, and financial services including accounting, bookkeeping, billing and related services. Based on survey data, traditional TA services are covered by the network, though **access to these services is limited by geography and language.**





# Time, Trust, Technology

## INVESTMENTS WITH IMPACT

The study found that investing in time, trust and technology will have the most impact in improving access to and effectiveness of services to these businesses:

### TIME:

For these businesses farthest from opportunity, technical assistance requires wrap-around support estimates range from 40 to 80 hours per business to provide the full range of services required and build important skillsets. Because the owner is usually working long hours running their business, technical service **providers must be available when needed, after business hours, at nights or on weekends.**

### TRUST:

Trust in the technical assistance provider influences access to and effectiveness of business services for these minority small business owners. Trust is highly conditional, with multiple levels and types of trust operating simultaneously. Long-term involvement in and commitment to the community being served is one component, as are personal relationships. **Linguistically and culturally relevant** services are also key factors and have multiple definitions, including lived experience, generational, regional and owning/operating a small business.

*"So when we talk about trust, the difference with Native people is that we are placed based. When we talk about trust, it also really comes through your family networks. What tribe are you? What family are you in? So that is really important in Indian country. And then have you done your time in Indian Country? Have you been around for a long time? Have you been there, through thick and thin with people? There is no separation between your personal and your business life."*

Andrea Alexander  
Tribal Technology Training T3

### TECHNOLOGY:

This includes access to broadband, which enables the business owner to access opportunities that e-business requires and to **build digital literacy for basic computer skills as well as online retailing.** Many businesses lack hardware or software – sometimes even a smart phone. Machines used in the business can be costly, and lack of access to capital can be an insurmountable barrier.

*"... a majority of them are still micro and small businesses because we've not had the generational wealth to build the business beyond one or two generations. Think about our businesses, no assets, (and) no capital for them to start a business and pass it on to the next generation..."*

Marvo Reguindin, AHANA





## DO SMALL BUSINESSES GET SERVICES THEY NEED?

### ACCESS TO CAPITAL:

Providers told us that small businesses don't have access to the capital they need. However, providers are strong on referrals but have less capacity overall to help businesses prepare for loans or to provide capital directly. The majority of providers say they **do not have capacity to provide capital or help small businesses get ready for loans or grants**. Instead, 85 percent of these service providers refer small businesses to a capital provider.

### GEOGRAPHY LIMITS ACCESS:

The survey data show that there are some areas of the state underserved by the full range of TA services. Services are highly concentrated in metro areas, leaving vast regions of the state underserved. **Access to the crucial culturally and linguistically relevant services provided by By & For organizations** is extremely limited by geography.

### LANGUAGE, CULTURALLY APPROPRIATE SERVICES KEY:

All 20 languages included in the survey are reported being offered by one or more of the TA providers. Some TA organizations offer only English; others offer services in several languages. We do not know if these services are provided by native speakers, by those with language training, by digital translation or telephone translation services. We know that multilingual service capacity differs by organization and by location.

This creates **major challenges for speakers of languages other than English** to easily access the specific assistance they need, especially in the state's 31 rural counties. Providing multi-lingual and multi-cultural business services that support all businesses, regardless of preferred language or cultural business norms, allows customers to get the most out of TA services.



# What businesses need

## ACCESS TO SERVICES:

These data clearly show that the need for these services exists if they are delivered in the appropriate context and by a trusted provider. **The small scale of these technical assistance organizations limits their ability to meet the needs of small businesses.**

Although most reported they wanted to expand their reach in the next 12 months, they were limited by staff and resources. There is a clear opportunity to increase networking and collaboration among the service providers: most want to increase their networking with other providers.

This study revealed that scaling access to services will likely require intentional collaboration among technical assistance providers to develop a rigorous plan with aligned incentives that can **attract sustainable funding**. Further, scaling equitable access to services for diverse businesses **is best designed and led by By & For organizations**.

## GUIDANCE FROM 'BY & FOR' LEADERS

By & For leaders were asked to share their **guidance to philanthropic foundations, donors and funders overall**, which is supported by recommendations from academic and business research cited in the full report. This guidance includes:

- *Invest in language services offered by native language speakers*
- *Invest in strategies and organizations that are led by members of the specific communities being served*
- *Digital equity issues and broadband coverage gaps must be addressed immediately*
- *Addressing rural-urban disparities is an urgent need*
- *Support expenditures that allow for maximum one to one, in-person services*
- *Support development and funding of financial services and access to capital designed for and by businesses farthest from opportunity*

## FINANCIAL SERVICES NEEDED

Businesses farthest from opportunity experience disproportionate constraints to access comprehensive financial services, adding weight to the many economic pressures they experience.

By & For leaders we interviewed highlighted the need for financial services and access to capital that are specifically designed by and for businesses farthest from opportunity, including:

- *Character based lending*
- *Lending circle programs*
- *Sharia-compliant financial products*
- *Loans with a zero percent interest rate*
- *Services for small business owners using Individual Taxpayer Identification Numbers, such as Tribal members or non-documented immigrants*
- *Local Investment Networks*
- *Credit repair and credit building programs*
- *Community-led investment funds*





*"You will always be able to connect with somebody within your own first language, but also somebody who has the cultural background to best understand and communicate with you."*

Carmen G. Castro  
Hispanic Metropolitan Chamber



# Glossary of terms

The use of identity language is always evolving, and we will continuously improve as we learn and develop in this work.

In this report, there may be concepts the reader has not encountered. There may also be generally used terms that may have technical definitions, depending on which industry is using the terminology. The following descriptions are specific to this report:

## **BY & FOR ORGANIZATION**

These organizations are part of the unique community where leadership and/or staff belong to the same community they serve and promote and preserve community member's identities, traditions, and values. By & For organizations build trust, advocate, respond, and solve problems specific to community members. They have roots in their respective communities as change agents, mitigating systems of community service, investing, and working with community members to improve their quality of life. (Hampton, 2021)

"By & For organizations" is a general term which refers to any type of organization with leadership/staff which reflect the communities they serve. This report focuses exclusively on small business technical assistance and therefore, every one of the organizations included herein provides some form of small business TA. Therefore, to enhance readability and comprehension, we use the following terms interchangeably depending on grammar and sentence structure: "By & For providers," "By & For community based TA providers," "By & For community organizations," and "By & For service providers."

## **TA NETWORK**

When considering what makes up a collaborative network, this report relies on an expansive definition that is characterized by organizations that work jointly with other assistance providers. Please see the definition of Technical Assistance (TA) Organizations for examples of entities that may be part of a collaborative network.

## **COMMUNITY**

A group whose members have something in common. For example, those who share culture, knowledge, physical location, or people who share common goals, values, interests or live in the same place.

## **CULTURALLY APPROPRIATE / CULTURALLY RESPONSIVE / CULTURALLY RELEVANT**

Services provided that are culturally appropriate/responsive/relevant are effective, equitable, understandable, and respectful to diverse cultural beliefs and practices, preferred languages, literacy, and other communication needs.

## **EQUITABLE**

We know a service or practice to be equitable when race, gender, and other identifiers are no longer able to predict outcomes.

## **FARTHEST FROM OPPORTUNITY**

Groups or individuals who experience barriers that include, but are not limited to, cultural, linguistic, or geographic obstacles not generally experienced by those who own the systems they must operate within. These groups are generally considered underserved by our institutions.

## **MINORITY**

In this report, minority refers to people and organizations that are not the culturally dominant identity most closely associated with power. Examples could include those in underserved ethnic or racial groups, women, those who identify within the LGBTQ community, people with disabilities, and/or those who live in rural communities. These groups are generally considered underserved by our institutions.

## **SMALL BUSINESS**

While there are numerous considerations for what makes up a small business, for the purposes of this report we generally consider a small business to have less than five employees and less than \$100,000 in annual revenue.



This report purposefully explores the perspective of racially and culturally diverse organizations. The Department of Commerce acknowledges and respects the intersectionality of identities, and the difficulty inherent in categorizing such personally held and meaningful characteristics. It would be impossible to capture every possibility; however, the definitions on this page are provided to generally describe words and phrases that speak to identity within this report.

Additionally, while special emphasis was taken to ensure diverse perspectives were included in this report, it's important to highlight that recommendations resulting from the findings work to benefit the entire technical assistance environment. Plainly speaking, the recommendations benefit all and can serve to benefit the communities these organizations engage with, not just the underserved groups highlighted.

### ***TECHNICAL ASSISTANCE (TA)***

This phrase covers a wide variety of service offering to help small businesses develop sustainable and financially healthy business enterprises.

### ***TECHNICAL ASSISTANCE (TA) ORGANIZATIONS***

TA organizations focus on different aspects of small business development. These organizations, which may have an array of differing missions, governance structures, and funding sources that focus on different aspects of small business development, are part of the TA collaborative network. The network includes Associate Development Organizations (local economic development

organizations), chambers of commerce, community organizations, community banks and credit unions, CDFIs, U.S. Small Business Administration, non-profit and charitable organizations, private sector organizations (as well as foundations), and city, county, and state governments.

### ***TRUSTED PARTNER / TRUSTED MESSENGER***

Trusted partners or messengers are individuals or organizations that have an established relationship with the communities they serve. They typically share community characteristics.

# Types of providers explained

## **SBA:**

The U.S. Small Business Administration network includes 30 Small Business Development Centers across the state who are affiliated with Washington State University agencies to advise on all phases of business development through advising, education and research.

## **ADO:**

One of 33 Washington State Department of Commerce Associate Development Organizations serving the 39 counties across the state furthering the state's economic goals.

## **CDFI:**

Community Development Finance Institutions include community development banks and credit unions and non-regulated institutions such as loan funds or venture capital. There are 26 across the state. (CDFI.org)

## **GOVERNMENT AGENCIES:**

In addition to local government, these include federal state agencies, as well as SBA and port authorities.

## **CHAMBERS OF COMMERCE:**

There are 163 chambers across the state, which are local association to promote and protect the interests of the business community, as well as provide information, workshops and strong government and business networks.

## **COMMUNITY BASED ORGANIZATIONS AND NON-PROFITS:**

These are largely grassroots, By & For organizations that provide services to entrepreneurs and small businesses.

## **CHARITABLE ORGANIZATIONS:**

These organizations are focused on providing technical assistance to the smallest of Washington States businesses.

## **FOR PROFIT:**

TA providers including Limited Liability Corporations, S and C-corporate structures that provide TA services to small businesses.

## **UNIVERSITIES:**

These are institutions across the state that provide research, education and training support services to small businesses.

### TYPES OF TECHNICAL ASSISTANCE PROVIDERS

U.S. Small Business Administration network

Associate Development Organizations

CDFI (Community Development Finance Institutions)

Local, state and federal government agencies

Chambers of Commerce

Community Based Organizations, non-profits (grass-roots, By & For organizations)

Charitable organizations

For profit TA providers

Universities





# Acknowledgements

This work has been made possible by the leadership and vision of Dr. Lisa Brown, the Washington State Department of Commerce and a grant from the U.S. Economic Development Administration.

We would first like to thank the generosity and insights of all the survey respondents and interviewees who shared their time, trust and expertise. The members of the Small Business Resiliency Network, a program operated by the Washington State Department of Commerce deserve special recognition. They are:

African Chamber of Commerce of the Pacific Northwest (ACCPNW)  
African Community Housing Development (ACHD)  
Asia Pacific Cultural Center (APCC)  
Cambodian American Community Council of WA  
Carl Maxey Center  
Center for Inclusive Entrepreneurship – Community Enterprise  
Centro Cultural Mexicano  
Communities of Color Coalition  
Community for the Advancement of Family Education (CAFE)  
El Centro de La Raza  
Ethiopian Community in Seattle  
Federal Way Black Collective  
Filipino Community of Seattle  
Friends of Little Sài Gòn (FLS)  
GSBA  
Hispanic Metropolitan Chamber  
Indian-American Community Services  
Japan-America Society of the State of Washington  
Latino Community Fund of Washington  
Latinos en Spokane  
Multi-Ethnic Business Association (AHANA-MEBA)  
Muslim Association of Puget Sound (MAPS)  
Seattle Chinatown International District Preservation and Development Authority  
Seattle-Washington State Korean Association  
Sister Sky, Inc.  
Spokane Independent Metro Business Alliance (SIMBA)  
Tabor 100  
Tacoma Urban League  
Tri-Cities Hispanic Chamber of Commerce  
Urban League of Metropolitan Seattle  
Ventures  
William Factory Small Business Incubator

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- Chuck Depew, Melissa LaFayette, Sarah Lindsley and National Development Council
- Deloit Wolfe, Miguel Moreno, Dave Nierescher and Impact WA
- Sandra Archibald, Akhtar Badshah, Lisa Goodman, Trang Le, Rich Tong and Restart Partners
- Kristina Hudson, Samantha Paxton, Margo Shiroyama and OneRedmond
- Giselle Saguid and the Washington SBDC

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Many thanks for the vision and stewardship of the following organizations:

- MBDA (Minority Business Development Agency) Washington Business Center
- Washington Economic Development Association
- Washington State Microenterprise Association
- Washington Small Business Development Center
- Seattle Metro Chamber

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## AUTHORS

**Dr. Lisa J. Brown**

Director  
Washington State Department of Commerce

**Sandra O. Archibald**

Dean and Professor Emerita  
Evans School of Public Policy & Governance

**Lily Eriksen**

Industry Sector Integration Manager  
Washington State Department of Commerce

**Sarah Lee, MPA**

Governor's Advanced Manufacturing Sector Lead  
Washington State Department of Commerce

**Tresa Thomas Massiongale, CFRE, CAP**

Peacefield



[www.commerce.wa.gov](http://www.commerce.wa.gov)





## Memorandum

**Date:** 9/5/2023

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

**File No.** CM 23-433

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Planning and Community Development	LaNaya Taylor	Program Administrator
Planning and Community Development	Vangie Garcia	Manager
Planning and Community Development	Seraphie Allen	Deputy Director

**TITLE:**

Redmond Community Van Agreement

**OVERVIEW STATEMENT:**

The Community Van Program provides vans for Redmond Community members to use for prescheduled trips as either driver or passenger. King County Metro will hire Hopelink to act as the Community Transportation Coordinator that will do all outreach, recruiting, and events related to Community Van. There is no monetary exchange or liability between the City and King County Metro. The City will help to provide/locate parking and signage for the vans, serve as a liaison between King County Metro and elected officials, as well as keep the community informed about the program through website and printed materials.

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

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**

Transportation Master Plan Update, light rail accessibility, Environmental Sustainability Action Plan Strategy T1.1 Implement Growth and Transportation Efficiency Center program, T1.2 Commuter Mobility Partnerships, and T1.3 Multimodal transit/facilities, Community Strategic Plan DEI-“establish and support strategic practices that increase our city’s ability to provide excellent services; encourage cross-cultural interactions; and strengthens our relationship with our diverse communities, and Environmental Sustainability-“Achieve carbon neutrality by 2050 and enhance health and resilience of Redmond’s resources.”

- **Required:**

N/A

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

**OUTCOMES:**

This program can help to fill in the gaps in areas of Redmond where transit service is unable to meet the needs of community members.

**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:**

There is no fiscal impact associated with this contract. Staff working on the community van program are funded through the adopted budget.

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

**Budget Offer Number:**

0000034-Mobility of People and Goods

**Budget Priority:**

Vibrant and Connected

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

***If yes, explain:***

N/A

**Funding source(s):**

Grant

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
9/19/2023	Business Meeting	Approve

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Approval of this program will provide more affordable transportation options for people in Redmond.

**ATTACHMENTS:**

Attachment A - Agreement

Attachment B - Community Van Information

## **FLEXIBLE SERVICE PROJECT AGREEMENT**

**BETWEEN**

**KING COUNTY METRO**

**AND**

**THE CITY OF REDMOND**

THIS FLEXIBLE SERVICE PROJECT AGREEMENT (the "Agreement") is made and entered into between the City of Redmond (the "City"), and King County Metro (the "County" or "Metro"). The City and the County may also be referred to individually as "Party" or collectively as the "Parties."

WHEREAS Metro operates a public transportation system in King County, including routes within the City boundaries; and

WHEREAS, in November 2022, the King County Council, appropriated funding for the 2023-2024 biennium to implement flexible services programs consistent with the Strategic Plan that will more effectively serve the affected communities, with a range of transportation and mobility services that may be different for each community depending on its needs and circumstances; and

WHEREAS the County's flexible services program allows Metro to collaborate with local agencies to design transportation services that meet community transportation needs not met by fixed-route or other traditional transit service, or in locations where fixed-route bus service is cost prohibitive; and

WHEREAS Community partners and the County share the objective of improving mobility and increasing travel-options and access to public transportation in the King County; and

WHEREAS, as part of Metro's efforts to expand flexible transit service delivery in King County in order to more effectively serve communities where fixed-route transit service may not be effective, the Parties desire to engage in a collaborative effort to develop Community Van service and evaluate its efficacy as a flexible transit service in the area where a trip destination and/or at least one rider pick-up location is within the geographic boundaries of King County; and

FLEXIBLE SERVICE PROJECT AGREEMENT

Between King County Metro and the City of Redmond

Page [1](#)

WHEREAS the project provided for herein provides for a flexible service that may require adjustments during the term of this Agreement in order to achieve the Parties' objectives and serve the community more effectively.

NOW, THEREFORE, in consideration of the terms, conditions and mutual promises set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions by which the Parties will develop a Community Van service as a flexible transportation service project. Implementation and ongoing management of the flexible transportation service provided for herein will be supported by the County and City. The Agreement provides for the development of the service, service description, responsibilities for all Parties related to the service, indicators to measure success of the service, and opportunities to adjust the service. Project objectives and timelines are set forth in Attachment A (Service Details, Participating Agency Responsibilities, Performance Indicators), which is attached hereto and incorporated herein by this reference.

## 2. SERVICE DESCRIPTION SUMMARY

- 2.1 Community Van. Community Van is a transit product that, in collaboration with local jurisdictions or other entities, offers request-based, non-commute, shared-ride travel options for the general public to use throughout the day. Trips are defined by the participating agencies in collaboration with Metro to meet the transportation needs of the community and could support pre-scheduled recurring trips to popular destinations such as shopping, or one-time events. Community Van trips could be available seven (7) days per week, dependent upon the trip needs of the community and the availability of volunteer drivers. Vehicles are operated by volunteer drivers recruited by the community and approved by Metro's Mobility Services. Vehicles are provided by Metro and branded to reflect King County Metro and the Community Van service. Along with vehicles, Metro provides vehicle maintenance, vehicle insurance coverage and fuel for authorized use.
- 2.2 Community Transportation Hub. A community transportation hub ("Hub") serves as a one-stop, web-based or physical location for community members to find out about transportation options available in their community, access Community Vans, and find others to share rides. Participating agencies provide building space, oversight and staff (viz.; a CTC), and work with Metro to promote the Hub to the community leveraging

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existing resources and communication channels. Roles and responsibilities for all Parties are further described in Attachment A.

- 2.3 Community Transportation Coordinator (CTC). A Community Transportation Coordinator (CTC will coordinate and promote flexible transportation services and provide first-line customer service support. The responsibilities of the CTC are further described in Attachment B (Community Transportation Coordinator Duties), which is attached hereto and incorporated herein by this reference.

### 3. DUTIES AND RESPONSIBILITIES OF CITY

- 3.1 Scope of Work. The City shall perform the respective tasks and provide the services assigned to them in Attachment A, as described with more particularity therein. In the performance of its responsibilities under this Agreement, the City will work in consultation and coordination with the County.

### 4. DUTIES AND RESPONSIBILITIES OF THE COUNTY

- 4.1 Scope of Work. The County shall perform the tasks and provide the services assigned to it in Attachment A as described with more particularity therein.

### 5. INVOICE AND PAYMENT PROCEDURES

Invoicing and payment for a CTC to the City does not apply for this agreement as the CTC is provided by Metro.

### 6. MONITORING AND EVALUATION

The Parties will meet several times per year in person or virtually, to review service performance and, if warranted, to propose adjustments for the success of the service. Specific metrics and performance indicators are included in Attachment A. An evaluation of the service, along with other flexible services, will be included in a Flexible Services section of the County's Annual Service Guidelines Report. Additionally, the evaluation data will be taken into consideration when determining any proposed extension or modifications to this Agreement.

### 7. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective on July 15, 2023 and terminate on December 31, 2027 unless earlier terminated pursuant to the provisions of Section 8 of this Agreement. It is the Parties'

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expectation that the Community Van service provided for herein will continue as a pilot project for at least a two-year period, with adjustments possible during that time as described in Section 6 (Monitoring and Evaluation) of this Agreement, and in more detail in Attachment A. During this pilot period Metro will, in consultation with the City, monitor and evaluate the service, measuring key performance indicators as outlined in Attachment A. If, after the two-year pilot period, the service is not deemed viable by all Parties, the Agreement will be terminated before December 31, 2027.

## 8. TERMINATION

- 8.1 Termination for Cause. Any Party may terminate this Agreement in the event that another Party materially breaches this Agreement. Written notice of such termination and a description of the breach must be given via certified mail by the Party terminating this Agreement to the other Parties not less than sixty (60) days prior to the effective date of termination. The breaching Party shall be given this sixty day in which to cure its material breach. If the breaching Party fails to cure within sixty days, the Agreement is immediately terminated; provided, that in such event, the non-breaching Parties may continue the Agreement in effect without further participation of the breaching Party, upon such terms and conditions as the remaining Parties may agree upon in writing. Upon termination, the Parties shall determine final costs and payments to be made by each Party.
- 8.2 Termination for Non-appropriation or Loss of Grant Funding. Upon written notice, the County may immediately terminate this Agreement for non-appropriation or if there is a reduction in or loss of any grant funding necessary to cover the costs of the Agreement. If possible, the County will provide written notice thirty (30) calendar days prior to the effective date of termination.
- 8.3 Termination for Convenience. Any Party may terminate this Agreement for convenience and without cause by giving the other Parties written notice of such termination at least thirty (30) calendar days prior to the effective date of termination; provided, that in such event, the non-terminating Parties may continue the Agreement in effect without further participation of the terminating Party, upon such terms and conditions as the remaining Parties may agree upon in writing.
- 8.4 Pre-termination Costs. Termination by any Party shall not extinguish or release the other Parties from liability, claims or obligations to third parties existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of the Agreement.

## 9. NOTIFICATION AND IDENTIFICATION OF CONTRACT MANAGEMENT AND PROJECT CONTACTS

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9.1 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by US Mail, return receipt requested, to the contact persons and addresses identified in Subsection 9.3 of this Agreement unless otherwise indicated by the Parties in writing.

9.2 Contact Persons and Addresses. The Parties shall designate a contact person ("Designated Contact" or "Contract Manager") for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement. Any changes to the Designated Contact person or address information shall be promptly provided in writing or electronic mail to the other Parties. Any update to the Contract Managers shall state the effective date of said update.

9.3 Designation of Contact Persons and Addresses. As provided for in Subsection 9.2, the Parties designate the following contact persons for the management and administration of this Agreement:

<b>Contract Manager</b>	<b>City of Redmond</b>
Contact Name	LaNaya Taylor
Title	TDM Program Administrator
Address	15670 NE 85 <sup>th</sup> St Redmond, WA
Telephone	425-556-2482
E-Mail	Ltaylor@redmond.gov

<b>Contract Manager</b>	<b>Metro</b>
Contact Name	Melissa Allan
Title	Flexible Services Program Manager
Address	King Street Center — KSC-TR-0812 201 S. Jackson Street Seattle, WA 98104-38565
Telephone	206-477-1695
E-Mail	Melissa.allan@kingcounty.gov



## 10. DISPUTE RESOLUTION

The Parties, through their Designated Contacts identified in Subsection 9.3 of this Agreement, shall use their best efforts, through good faith discussion and negotiation, to resolve any disputes pertaining to this Agreement that may arise between the Parties. If the Designated Contacts are unable, after good faith efforts, to resolve a dispute, the appropriate City Administrators/Managers or their designees and the General Manager of Metro or her/his designee shall confer and exercise good faith to resolve the dispute. In the event the City Administrators/Managers and the General Manager of Metro are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame in which the Parties are willing to discuss the disputed issue(s). If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then any Party may institute a legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing. The Parties agree to exhaust each of these informal dispute resolution efforts before seeking to resolve disputes in a court of law or any other forum.

## 11. RECORDS RETENTION AND AUDIT

- 11.1 Maintenance of Records, During the term of the Agreement and for a period not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement are to be kept available by all Parties for inspection and audit by any other Party and the State Auditor, and copies of all records, accounts, documents, or other data pertaining to the Agreement will be furnished upon reasonable notice. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.
- 11.2 Disclosure of Public Records, the Parties acknowledge and agree that all non-privileged, non-exempt records that may be maintained pursuant to Subsection 11.1 of this Agreement are subject to public disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

## 12. NONDISCRIMINATION

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations pertaining to nondiscrimination and agree to require the same of any and all subcontractors providing services or performing any work using funds provided under this Agreement. During the performance of this Agreement, no Party nor any entity subcontracting under the authority of this Agreement, shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapter 12.16 and 12.17 are incorporated herein by reference, and such requirements shall apply to this Agreement.

## 13. FORCE MAJEURE

Any Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Parties to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

## 14. INDEMNIFICATION

The City (each an "Indemnifying Party") shall protect, defend, indemnify, and save harmless the County, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, including damages for injuries to persons and/or damage to tangible property, arising out of, or in any way resulting from, the acts or omissions of such Indemnifying Party and its officers or employees including, but not limited to, all claims against the County by an employee of an Indemnifying Party or any of its subcontractors. The County shall protect, defend, indemnify, and save harmless the City, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, including damages for injuries to persons and/or damage to tangible property, arising out of, or in any way resulting from, the acts or omissions of the County and its officers or

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employees including, but not limited to, all claims against the City by an employee of the County or any of its subcontractors. The Parties each expressly waive by mutual negotiation all immunity and limitation on liability under any industrial insurance act, including Title 51 RCWJ other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that any Party incurs any costs including attorneys' fees to enforce the provisions of this Section 14, all such costs and fees shall be recoverable from the Party breaching the terms of this Section. The obligations of this section shall survive any expiration or earlier termination of this Agreement. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

## 15. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

## 16. GENERAL TERMS AND CONDITIONS

16.1 No Agency, Partnership, or Third-Party Beneficiaries. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no rights to any other person or entity. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. No officers, employees or agents of one Party, or any of its contractors or subcontractors, shall be deemed, or represent themselves to be, employees or agents of the other Parties.

16.2 Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default, Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized representatives of the Parties, and attached to the original Agreement.

16.3 Assignment. No Party shall assign or delegate any interest, or any rights and responsibilities, in this Agreement without the prior written consent of the other

16.4 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter

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made a part hereof, shall be binding on the Parties and their respective successors and assigns,

- 16.5 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.
- 16.6 Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. Any legal action arising out of this Agreement shall be brought in the King County Superior Court, situated in Seattle.
- 16.7 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between and mutually drafted by the Parties and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any Party.
- 16.8 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 16.9 Attorneys' Fees. In the event any Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this Agreement against any other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- 16.10 Limitation of Effect; Property. This Agreement does not establish a separate legal entity, joint board, joint venture, or administrative section for the purpose of acquiring, managing, or disposing of property, or incurring any other financial obligation, nor does this Agreement provide for jointly owned property. All property presently owned or hereafter acquired by any Party to enable it to perform the services required under this Agreement shall remain the property of the acquiring Party in the event of the expiration or earlier termination of this Agreement.
- 16.11 Survival. The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

17. AUTHORITY TO BIND

The Parties represent and warrant that they: (a) have all right, power, and authority necessary to enter into and perform this Agreement; (b) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation enforceable against the Parties in accordance with its terms; and (c) the Parties will comply with all applicable laws, statutes, ordinances, rules, regulations, orders or determinations of any federal, state or local governmental authority in their performance of this Agreement.

18. EXECUTION OF AGREEMENT - COUNTERPARTS

This Agreement may be executed in multiple counterparts, any of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

**KING COUNTY METRO**

\_\_\_\_\_  
Gwendolyn Clemens  
Contracted Services Managing Director

Date: \_\_\_\_\_

**CITY OF REDMOND**

**CITY OF REDMOND**

\_\_\_\_\_  
Carol Helland  
Planning Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Angela Birney  
Mayor

Date: \_\_\_\_\_

## ATTACHMENT A

### Service Details, Participating Agency Responsibilities, Performance Indicators

#### A. Service Details

General Service Information	Description
Co-Branding Name	Community Van
Official start date	August 2023
Service Description	Community Van is a transit product that, in collaboration with one or more local agencies, offers request-based, non-commute, shared ride travel options for the general public to use throughout the day. Trips are defined by the participating agencies in collaboration with Metro to meet the transportation needs of the community and could support pre-scheduled recurring trips to popular destinations such as shopping, or one-time events. Community Van trips could be available seven (7) days per week, dependent upon the trip needs of the community and the availability of volunteer drivers. Vehicles are operated by volunteer drivers recruited by the community and approved by Metro's Mobility Services. Vehicles are provided by Metro and branded to reflect the backing of both Metro and the participating agencies. Along with vehicles, Metro provides vehicle maintenance, fuel for authorized use, and vehicle insurance coverage.
Service Area	The City of Redmond where a trip destination and/or at least one rider pick-up location is within the geographic boundaries of King County
Service span	7 days a week — daytime and evenings
Fare	Standard Metro fare for the roundtrip (exclusive of tolls, parking fees, etc.)
Fare collection method	Mobile Payment or ORCA Monthly Pass
Number of vehicles at launch	3
Vehicle type	(1) 12p Chevy Express, (2) ADA Dodge Grand Caravan

#### B. Participating Agency Responsibilities

Metro's CTC Subcontractor will:

1. Lead the selection and hiring process for the CTC (FTE with benefits).
2. Administer payroll for the CTC.
3. Provide a workstation, computer and phone for the CTC.
4. Provide day-to-day supervision of the CTC.

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5. Provide back-up staff for the CTC to cover planned and unplanned absences.
6. Participate in an Advisory Group to provide the CTC with program direction and oversight; the Advisory Group will meet on a mutually agreed upon schedule.
7. Provide Volunteer Driver Program orientation.
8. Provide Community Transportation Coordinator orientation on the Community Van services and support model.
9. Recommend and deny trip origins and destinations as needed.
10. Provide a physical kiosk and marketing materials for Metro products and services such as mailers, posters and brochures.
11. Provide website development and content that may be linked to local agency programs, and content for social media.
12. In coordination with the other Parties, promote services using local communication channels.
13. Lead the collection, analysis and reporting of data to support performance evaluation.
14. Lead the selection and hiring process for the CTC (FTE with benefits).Administer payroll for the CTC.
15. Provide a workstation, computer and phone for the CTC.
16. Provide day-to-day supervision of the CTC.
17. Provide back-up staff for the CTC to cover planned and unplanned absences. Identify and prioritize trips as needed.

Metro will:

1. Pay for service vehicle operations (fuel, maintenance, and insurance), capital costs (vehicle), and branding.
2. Perform Motor Vehicle Record ("MVR") driver record screening and approve all drivers before they can operate Community Vans.
3. Perform ongoing MVR monitoring of approved drivers.
4. Provide direction to the CTC on the implementation and promotion of Metro products and services.
5. Arrange appropriate vehicle(s) for the service.
6. In coordination with the other Parties, work with the City to adjust the services based on operating issues and community feedback
7. Provide Volunteer Driver Program orientation.
8. Provide Community Transportation Coordinator orientation on the Community Van services and support model.

The City will:

1. Participate in an Advisory Group to provide the CTC with program direction and oversight; the Advisory Group will meet on a mutually agreed upon schedule.
2. Provide parking and signage for the Community Van vehicles.
3. Assist with local operational issues such as siting parking for the vehicles, permitting, signage in the public right-of-way, or parking adjustments.
4. Keep residents informed of the Community Van program and related services, such as through print, web, social media, mailings, posters at public locations.
5. Serve as a liaison between King County and elected officials and management as needed.

c. Performance indicators

Data to measure the service's operations will be collected by the CTC and used as part of the pilot project performance review. This information will be considered when determining any proposed adjustments to the service. Performance measures will include:

Measure	Description
Average monthly ridership	<ul style="list-style-type: none"><li>• Purpose: This metric is designed to measure the level of use of services over time.</li><li>• High ridership may trigger adding additional vehicles to the system</li><li>• Low ridership may trigger a re-evaluation of the project and potential rightsizing.</li></ul>
Vehicle capacity used	<ul style="list-style-type: none"><li>• Average participants per trip</li><li>• Purpose: This metric is designed to measure the level of use of service for a trip</li><li>• High participation for a trip may trigger additional trips of this type, or provision of a larger vehicle.</li><li>• Low use may trigger re-evaluation of a trip when resources are constrained, or opportunity costs are high.</li></ul>
Operating cost per boarding	<ul style="list-style-type: none"><li>• Purpose: This measure compares the actual cost of the service on a per-passenger basis.</li><li>• An uncharacteristically high cost per rider may trigger a reevaluation of the project and potential rightsizing.</li><li>• Low cost per rider may trigger an expansion of the project.</li></ul>



Customer satisfaction	<p>Measures customer satisfaction with a given service based on intercept surveys of current riders.</p> <ul style="list-style-type: none"> <li>• Purpose: This metric is designed to determine if a given service is meeting the community-identified transportation need effectively.</li> <li>• Highly satisfied customers suggest that a Flexible Service solution is meeting the needs of the community effectively.</li> <li>• Low customer satisfaction suggests that the service in its current form is not effectively meeting the needs of the community and may trigger a re-evaluation of the project to better fit customer needs.</li> </ul>
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Other factors that may be considered when determining any proposed adjustments to the service include.

- Number of volunteer drivers
- Number of trips by trip type, i.e., recurring versus one-time
- Number of trips by trip purpose
- Number of trips by day of week and time of day

#### D. Service performance review

The Parties' designated contact staff will meet on a mutually agreed upon schedule to review the operating performance of the service. The purpose of these meetings will be to identify any issues which may have an impact and discuss any potential changes to service operations.

ATTACHMENT B  
Community Transportation Coordinator Duties

Communication and Promotion duties:

- Promote transportation options available in the community.
- Serve as first contact for community members with transportation option questions. Complete RideshareOnline.com basic and incentive training.
- Create and manage events in the RideshareOnline.com system that members may match with for the purpose of booking rides on a Community Van,
- Ensure the partner page and Metro Community Van pages have up to date information and working widget. Inform Metro staff if error found.
- Attend local events, engage in outreach to individuals and community groups, and make presentations to various audiences to promote transportation options.
- Leverage existing channels of communication to promote transportation options, i.e., organizational social media such as Facebook and Twitter, organizational website(s), organizational newsletters, community partners such as Chambers of Commerce.
- Work with Metro to help promote broader Metro goals, i.e., increase ORCA Lift use.
- Ensure informational materials, i.e., brochures, comment cards, are available at Hubs and provide materials to public service agencies and other agencies that serve populations in the area who may be dependent upon public transportation.
- Develop relationships with public service agencies that serve individuals who may be dependent upon public transportation in order to partner with them to provide information on transportation options available in the community.
- In collaboration with Metro, coordinate promotions and promotional events to educate community members on transportation options.

Program Reporting duties:

- Provide monthly and quarterly progress reports to King County Metro and other partners in the delivery of Community Van services.
- Participate in routine check-ins with Metro staff when applicable.
- Ensure that all trip information and metrics are captured and reported to King County Metro Contracted Mobility Services.
- Provide monthly program reports to King County Metro Mobility Services. Use templates that are provided.

### Community Van duties (includes duties pertaining to volunteer drivers):

#### Overall Responsibilities:

- Recruit volunteer drivers.
- At initial vehicle delivery, participate in visual inspection of vehicle and note condition on the Community Van Activity Sheet.
- Sign Statement of Understanding (SOU) and take receipt of vehicle, accessories, keys, and Voyager card at the Vehicle Distribution Center (VDC).
- Complete accessible equipment orientation. Be able to demonstrate proper use of the ramp and wheelchair securement system in the Community Van.
- Complete the Community Van Driver orientation.
- Work with King County Metro Contracted Mobility Services to build driver refresher orientation curriculum if requested.
- Responsible for maintenance and up-keep of the Community Van. Duties include but are not limited to monthly inspections of the vehicle, working with Metro staff to schedule regular maintenance or emergency service, report any maintenance issues with the vehicle or vandalism.
- Ensure vehicle interior and exterior are cleaned and washed as needed, fill the gas tank, and complete weekly inspections of vehicles.
- Assist in the event the Community Van breaks down. May be required to pick up stranded riders and drive them back to their pick-up address during normal office hours and when a vehicle or loaner is available.
- Responsible for safe keeping of vehicle keys and Voyager card. Ensure the Key Lock Box is in good working order and only provide access to authorized users
- Ensure accident packets, driver checklists and forms necessary to track ridership are available in the vehicle for drivers' use.
- Provide gas receipts to King County Metro Rideshare Operations.
- Assist with fare collection, fare collection processes, and fare tracking as including but not limited to ORCA, monthly passes, Transit GO mobile ticketing, cash fare payments. May work with organizations to develop cash payment option if necessary.

#### Responsibilities to Customers:

- Collect and submit to King County Metro Rideshare Operations all documents that require driver signature.
- Serve as a resource for driver questions on Community Van policies and procedures.
- Provide new drivers with accessible equipment orientation and proper vehicle inspection prior to each trip.

- Work with Contracted Mobility Services staff to ensure that drivers complete all required training.
- Hold refresher driver orientations as necessary.
- Dispense new information to drivers on policy or procedure changes that affect regular operations as it pertains to driving and rider services.
- Collect and track driver checklists. Counsel drivers if information is missing or entered incorrectly.
- Provide drivers with trip information, pick-up points, and rider information, e.g., name.

## **Redmond Community Van Information**

The Community Van Program provides vans for Redmond Community members to use for pre-scheduled trips as both a driver or passenger.

Rides can either be one-time or reoccurring and at minimum must include a volunteer driver and two passengers. Destinations can be anywhere within a two hour drive of Redmond and can occur anytime of day any day of the week. This will act as a great way for community members to plan customized trips when bus service can't meet their needs.

There is no monetary exchange between the City and King County Metro for this program. King County Metro will hire Hopelink to act as a Community Transportation Coordinator that will do all outreach, recruiting, and events related to Community Van. Any spending that happens from marketing will come out of the Go Redmond 118 budget for Pilot Projects.

We are looking to have a full launch ready for early fall with all 3 van locations determined.

### **City of Redmond Provides**

- Participate in Advisory Committee that will provide CTC with direction and program guidance.
- Provide/locate parking and signage for Community Van vehicles.
- Keep residents informed of the program through print, website, social media, mailings, posters, etc.
- Serve as a liaison between KCM and elected officials/management.

### **Metro Provides**

- 3 vans 1- 12 passenger and 2- 6 passenger with ADA Accessibility.
- Gas and vehicle operations.
- Perform driver record screening (for volunteer drivers) and approve all drivers before they can operate a Community Van.
- Sub contracts with Hopelink for a Community Transportation Coordinator.

### **Hopelink Provides**

- Hires Community Transportation Coordinator and provides benefits.
- Workstation, computer and phone for CTC.
- Day to day supervision of CTC.



## Memorandum

**Date:** 9/5/2023

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

**File No.** CM 23-426

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Public Works	Adnan Shabir	Senior Engineer
Public Works	Mike Haley	Senior Project Manager
Public Works	Paul Cho	Engineering Manager
Public Works	Rylan Knuttgen	Engineering Manager

**TITLE:**

Approval of a Consultant Agreement in the Amount of \$256,685 for the Design of West Lake Sammamish Parkway Pavement Preservation Project, and Approval of Revenue from the Puget Sound Regional Council in the Amount of \$1,436,000

**OVERVIEW STATEMENT:**

The consultant, David Evans and Associates (DEA) has been selected to conduct the design phase of the Pavement Management- West Lake Sammamish Parkway Preservation Project No. 20012311. The project will rehabilitate the asphalt roadway on West Lake Sammamish Parkway from approximately one hundred feet north of Marymoor Way to Leary Way NE. Future supplemental agreement(s) would cover the construction phase services. The total cost of the design Agreement with DEA is \$256,685.

The project includes revenue for both design and construction from the Puget Sound Regional Council in the amount of \$1,436,000. This approval would include accepting this revenue for the project.

This approval would also authorize staff to secure property rights necessary to construct and maintain the project.

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

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**

Transportation Master Plan  
Redmond Comprehensive Plan

- **Required:**  
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503).
- **Council Request:**  
N/A
- **Other Key Facts:**  
Request for proposals advertised in May and June 2023, proposals received, and interviews completed. DEA selected as the design consultant.

**OUTCOMES:**

West Lake Sammamish Parkway is a key corridor for Redmond. Approving this consultant agreement will allow for the design to start and authorize staff to secure property rights, if needed. In addition to rehabilitating the asphalt roadway between Marymoor Way and Leary Way NE, the project includes new channelization and new vehicle loop detectors.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Staff will reach out to the community members adjacent to the project site throughout design and construction.
- **Outreach Methods and Results:**  
Staff plans to use flyers, website, and in-person meetings among other outreach methods to keep community informed of the project.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Total cost of the Consultant Agreement is \$256,685.

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

**Budget Offer Number:**

Transportation CIP project rank #6

**Budget Priority:**

Vibrant and Connected

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

*If yes, explain:*

N/A

**Funding source(s):**

2023-2028 Approved CIP

Transportation CIP: \$1,831,700  
PSRC Federal Grant funds \$1,436,000  
Total Funded: \$3,267,700

**Budget/Funding Constraints:**

Puget Sound Regional Council (PSRC) grant construction obligation deadline is June 1, 2024.

☐ **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
9/19/2023	Business Meeting	Approve

**Time Constraints:**

Construction funds must be obligated for the grant by June 1, 2024. The design of the project must begin as soon as possible to meet that grant obligation deadline.

**ANTICIPATED RESULT IF NOT APPROVED:**

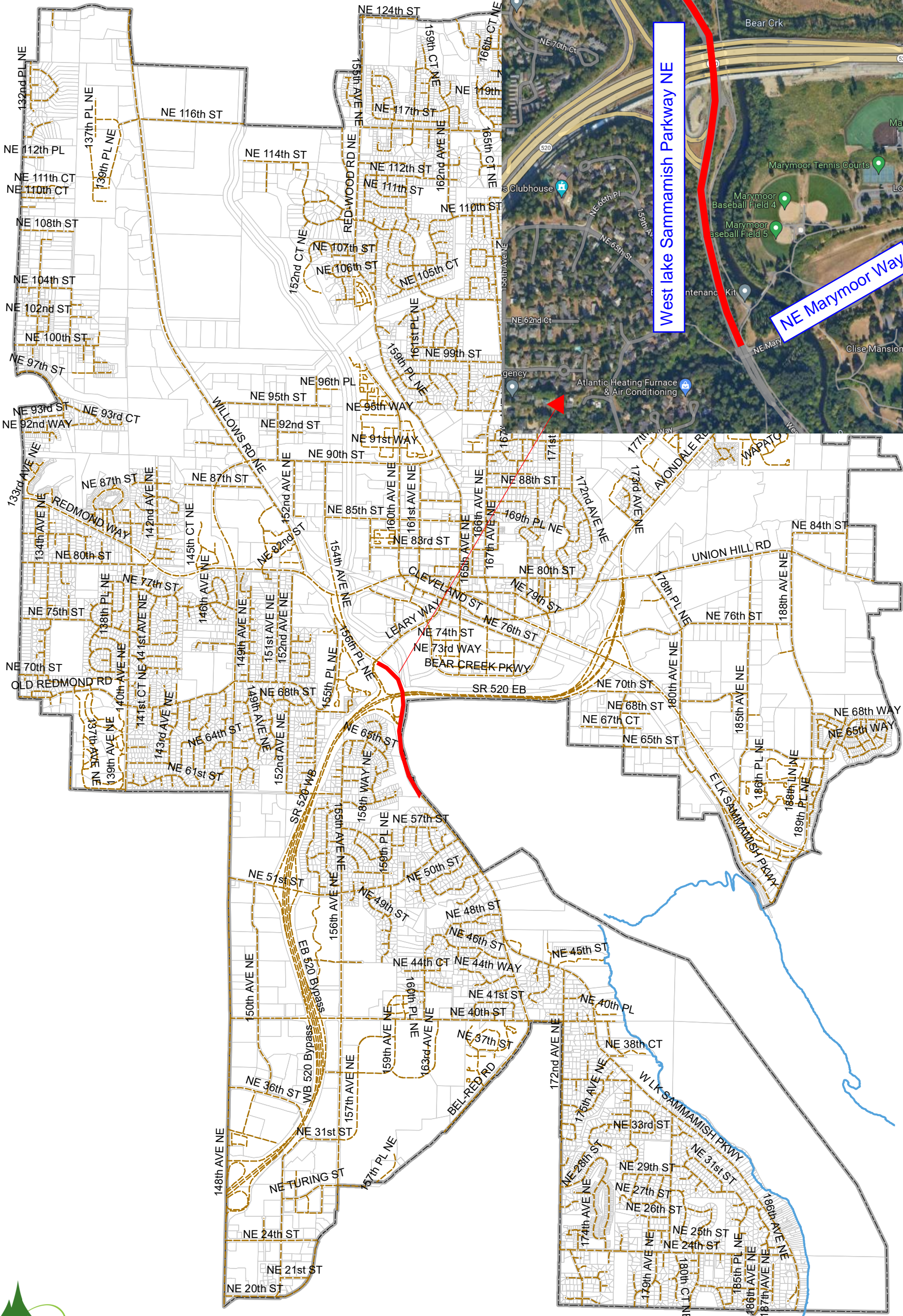
The City will not be able to complete the project design in time to meet the construction grant deadline, therefore, the pavement preservation project will not occur, and pavement deterioration will continue.

**ATTACHMENTS:**

Attachment A: Vicinity Map  
Attachment B: Approved CIP Project Summary  
Attachment C: WLSP DEA-Redmond Consultant Agreement- 8-30-23



# Pavement Management Program- West Lake Sammamish Parkway Preservation CIP



Path: T:\Pavement Management Program\09 Projects Planning\MOC\crack sealing\PCI 70-85 Residential only with PCI range.mxd



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.



# CIP Project Information Sheet

**Project Name:** Pavement Management Project - West Lake Sammamish Parkway (North of Marymoor to Leary Way)

**Project Status:** Existing - Revised

**Functional Area(s):** Transportation

**Relevant Plan(s):** Transportation Master Plan, ADA Transition Plan

**Neighborhood:** Overlake

**Time Frame:** 2023-2025

**Budget Priority:** Vibrant and Connected

**Citywide Rank:** 6

**Functional Area Priority:** High

**Location:** West Lake Sammamish Parkway from North of Marymoor to Leary Way

**Description:**

Rehabilitate and overlay pavement to extend useful life.

**Anticipated Outcomes:** *Primary:* *Secondary:*

Finished pavement has a pavement index (PCI) of 90 or higher and provides 20 years of life (with proper maintenance).

**Request:** *Primary Reason(s):*

City received Federal grant funding and poor pavement condition warrants repairs. Cost increase due to inflation. Schedule follows Federal grant timeline.

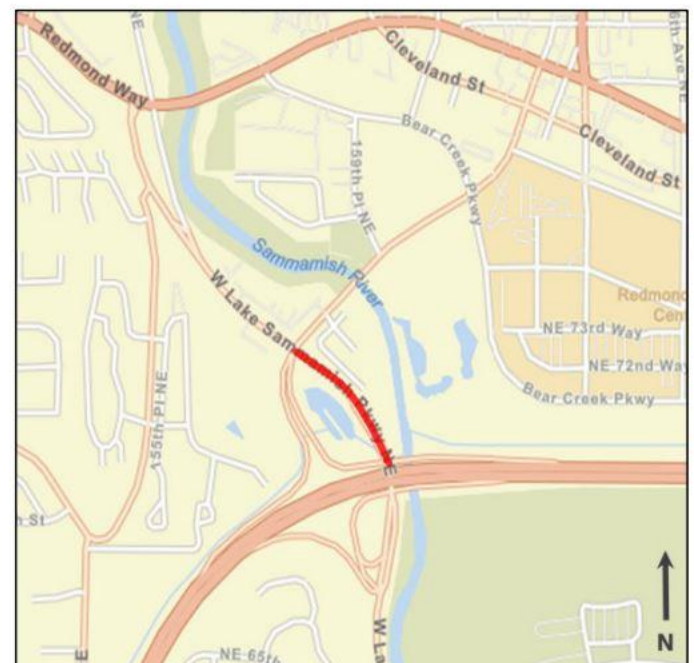
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget		\$300,000	\$1,500,000						\$1,800,000
Approved Changes									
<b>Current Approved Budget</b>		<b>\$300,000</b>	<b>\$1,500,000</b>						<b>\$1,800,000</b>
<b>Proposed New Budget</b>		<b>\$840,588</b>	<b>\$1,852,333</b>	<b>\$574,772</b>					<b>\$3,267,693</b>
Proposed changes due to	___ Scope Change	X Schedule Change		X Budget Change					

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)		\$315,975							\$315,975
Right of Way		\$32,407							\$32,407
Design (31-100%)		\$135,418	\$180,557						\$315,975
Construction			\$1,178,461	\$441,923					\$1,620,384
Contingency		\$356,788	\$493,315	\$132,849					\$982,952
<b>Total</b>		<b>\$840,588</b>	<b>\$1,852,333</b>	<b>\$574,772</b>					<b>\$3,267,693</b>

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Source:	Prior	2023-2028	Future	Total
Grant		\$1,500,000		\$1,500,000
General Fund		\$715,000		\$715,000
Business Tax		\$1,052,693		\$1,052,693
<b>Total</b>		<b>\$3,267,693</b>		<b>\$3,267,693</b>



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

Agreement Number: \_\_\_\_\_

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <span style="color: blue;">21% Project Goal</span> <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

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

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

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

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

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

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

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

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

**IV. Time for Beginning and Completion**

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

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

## V. Payment Provisions

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

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

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

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

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

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

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



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

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

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



## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

## Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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



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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

# ***Exhibit A Scope of Work***

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Project No.

[See attached scope of services](#)

# **EXHIBIT A**

## **SCOPE OF SERVICES**

### **CITY OF REDMOND**

#### **West Lake Sammamish Parkway Preservation Project (North of Marymoor Way to Leary Way)**

**Federal Aid No. STBGUL 1905(007)  
(Project # 20012311)**

**Prepared by:**

**David Evans and Associates, Inc.  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007**

**August 22, 2023**

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## TASK 1.0 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

### 1.1. Project Description

The City of Redmond (CITY) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for preparation of Plans, Specifications, and Estimate (PS&E) documents for the West Lake Sammamish Parkway Preservation (PROJECT). The project includes pavement analysis, testing, and overlay recommendations; drainage and utility lid adjustments; replacing pavement markings on West Lake Sammamish Parkway; and replacing vehicle loop detectors. The project limits are from the north of Marymoor Way to Leary Way. The project's construction limits will not overlap with any existing crosswalks, thus not requiring the upgrade needs to ADA curb ramp upgrades nor pedestrian traffic signal facilities. Since the existing channelization layout will not be revised, WSDOT Channelization Plans for Approval will not be required.

The major features of the projects include:

- Pavement Rehabilitation Report for West Lake Sammamish Parkway.
- Traffic control plans.
- Environmental documentation and permitting.
- Preliminary and final submittals of Plans, Specifications, and Estimate (PS&E) contract documents.

### 1.2. Project Deliverables Furnished by the CONSULTANT

The CONSULTANT shall maintain a project file for pertinent work items. The CITY review sets will be returned with each subsequent revision, illustrating that each review comment has been addressed as stated, or how/why it was not addressed. The CONSULTANT shall deliver the following documents and products to the CITY as part of this agreement:

- Existing base mapping in sheet format for design features to be shown.
- Draft and Final Categorical Exclusion Documentation Form.
- Draft and Final SEPA Adoption Notice.
- Draft and Final WSDOT General Permit.
- Draft and Final Redmond Right-of-Way Permit.
- Draft and Final Redmond Shoreline Exemption.
- Draft and Final Pavement Report.
- 30% PS&E (electronic PDF files) for review by the CITY.
- 60% PS&E (electronic PDF files) for review by the CITY.
- 90% PS&E (electronic PDF files) for review by the CITY.
- Stamped and signed final plan set and specifications (electronic PDF files).
- Estimate corresponding to the bid schedule (electronic PDF and Excel files).
- Draft and final Pavement Report (electronic PDF files).
- As-Bid set of specifications and plans (electronic PDF files).
- Addendums during bid advertisement.
- Responses to bidders questions prior to bid opening.

### 1.3. Responsibilities and Services Provided by the CITY

The CITY will:

- Provide all available existing as-built plans, right-of-way (ROW) plans, horizontal and vertical monument information, GIS maps, and other mapping information as available to the CONSULTANT.
- Provide existing aerial mapping.
- Provide all City standard specifications and City bid forms in Microsoft Word format.
- Review all submittals made to the CITY within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.

#### 1.4. Project Assumptions

- All drawings will be prepared in AutoCAD format, utilizing the CONSULTANT's CADD standards. The standard sheet size for all plans will be 22"x34" and drawn at one-inch equals twenty feet (1" = 20'). 11"x17" half-size plans will be at 1 inch = 40 feet.
- Specifications will follow the 2024 WSDOT/APWA Standard Specifications and the City of Redmond's General Special Provisions.
- The project duration for final design is assumed to be seven (7) months.

## TASK 2.0 PROJECT MANAGEMENT AND QUALITY CONTROL

### 2.1. Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports, status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

### 2.2. Subconsultant Coordination

The CONSULTANT (DEA) shall provide direction of the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT (DEA). Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

### 2.3. Develop Project Schedule

The CONSULTANT and the CITY will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect a seven (7)-month design completion of the project. The schedule shall be arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

#### **Deliverables:**

- Project Schedule and Monthly Updates

## 2.4. Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CITY requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

### **Deliverables:**

- Monthly Invoices and Progress Reports (8 total)

## 2.5. Progress Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be forums for agencies to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

The CONSULTANT shall prepare for, attend, and document up to fourteen (14) meetings with CITY staff. Meetings will be required for coordination with the CITY and other affected agencies. The CONSULTANT will attend two (2) meeting every month, via Teams meeting, with two staff and the CITY's project manager for the duration of the project.

The CONSULTANT shall prepare weekly email updates of activities completed during the week and shall include the following week's activities.

### **Deliverables:**

- Meeting Minutes (16 total)
- Weekly Email Updates (28 total)

## 2.6. Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

## 2.7. Change Management

Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

## TASK 3.0 SURVEY AND BASEMAP PREPARATION

The CONSULTANT (DEA) shall review all existing GIS information and other available information provided by the CITY to identify additional data needed to support the design and develop the contract construction documents.

### 3.1. Base Mapping Using City Provided Data

The CONSULTANT (DEA) shall prepare a project existing features base map using CITY provided GIS data and aerial imagery.

The existing base map shall be updated by the CONSULTANT based on data gathered under Task 3.02.

### 3.2. Data Collection

The CONSULTANT (DEA) shall take the project base map and perform a field walk to determine locations of existing traffic signal loops, utilities/monument lids, and catch basin.

The CONSULTANT (DEA) shall update the existing base map with field data collected in the field.

It is assumed data collection site visit will last up to eight hours and be attended by two CONSULTANT (DEA) team members.

The project/survey northern and southern limits for the PROJECT are shown in the figures below. The eastern and western limits are curb line to curb line including the northbound right turn lane at Leary Way and southbound right turn lane at State Route (SR) 520 eastbound on-ramp (see Figure 3).

Figure 1. Project Northern Limit

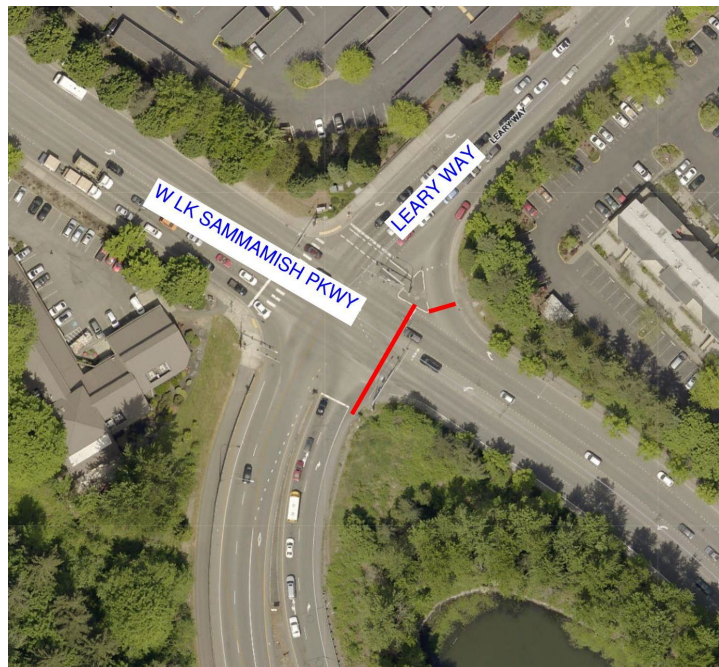




Figure 2. Project Southern Limit

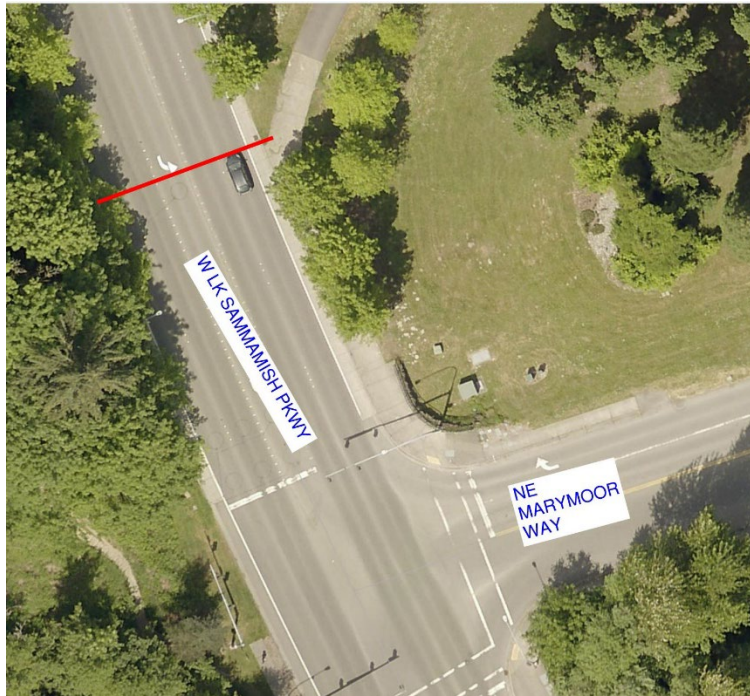
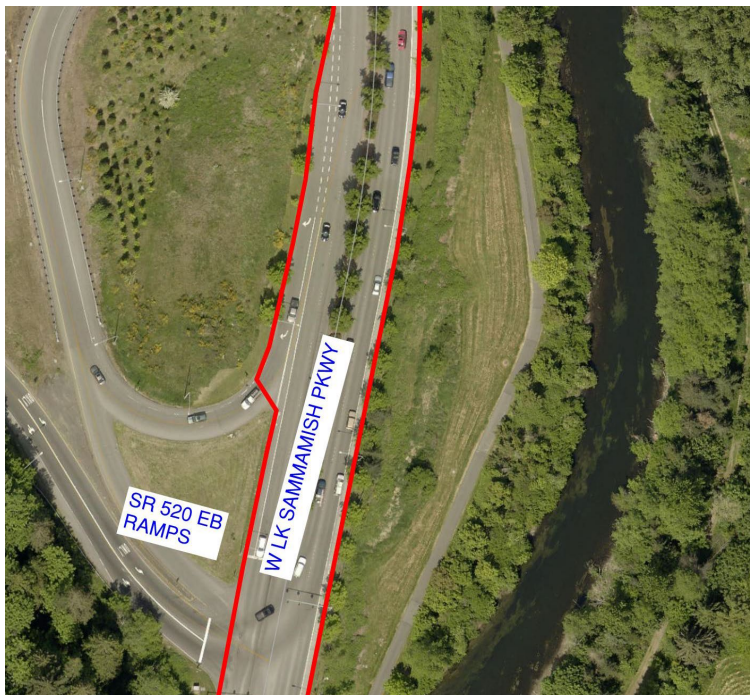


Figure 3. Project Southern Limit at SR 520 Ramps



**Deliverables:**

- Existing base mapping in a sheet format ready for design features to be shown.

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## TASK 4.0 ENVIRONMENTAL DOCUMENTATION

The CONSULTANT will prepare environmental documentation in a manner that satisfies standards and requirements set forth by the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA). Details regarding the expected level of environmental documentation required for the PROJECT to be in compliance with NEPA and SEPA are provided below. NEPA will be addressed because the project will be funded in part with federal dollars, which is a trigger for NEPA compliance.

### 4.1. Environmental Meetings

Prior to beginning any environmental work, the CONSULTANT shall coordinate an environmental kick-off meeting with the CITY. The intent is to develop communication, confirm the approach, discuss the environmental documentation schedule, exchange information, and develop relationships for continued work on the PROJECT.

Prior to the preparation of any NEPA-related documentation, the CONSULTANT shall contact WSDOT Highways and Local Programs (H&LP) staff to request a NEPA Kick-off meeting (including site visit), at which the CONSULTANT (DEA) shall confirm with WSDOT H&LP Environmental Staff the proposed approach and submittal requirements.

#### Assumptions:

- One Environmental kick-off meeting between the CONSULTANT and the CITY environmental lead.
- One NEPA Kick-off Meeting including site visit with representative(s) from WSDOT H&LP.

#### Deliverables:

- Meeting Agenda
- Meeting Minutes

### 4.2. NEPA/SEPA Compliance

Since the project qualifies for a NEPA categorical exclusion under 23 CFR 771.117(d), the CONSULTANT will prepare DOT form 140-100 (NEPA Categorical Exclusion Documentation Form [CED]) for review by the City and H&LP. Other federal regulations triggered by the federal funding (e.g., NHPA Section 106, ESA Section 7, Executive Order 12989, etc.) don't apply to this project since it doesn't affect any historic/cultural resources, endangered species, environmental justice populations, etc. and all work is within the existing roadway. Compliance for these federal requirements will consist of letters to file and correspondence with agencies to confirm compliance. The CONSULTANT will prepare these letters for H&LP to coordinate with the federal agencies on the project's exclusion from these requirements. The NEPA CED will be adopted to satisfy SEPA.

#### Deliverables:

- Draft CED for CITY and H&LP review.
- Final CED for signature.
- Draft SEPA Adoption Notice for CITY and H&LP review.
- Final SEPA Adoption Notice for signature.

### 4.3. Permitting

The CONSULTANT will prepare the following permit applications and exhibits:

- Stormwater Pollution Prevention Plan (SWPPP)
- Redmond SEPA Exemption

- WSDOT General Permit
- Redmond Right-of-Way Permit
- Redmond Shoreline Exemption

**Assumptions:**

- CITY environmental permits anticipated for the PROJECT are a shoreline exemption and SEPA determination.
- No state or federal aquatic permits are anticipated for the PROJECT.
- The CONTRACTOR will use final SWPPP as their basis for their SWPPP submittal.

**Deliverables:**

- Draft SWPPP.
- Final SWPPP.
- Draft Redmond SEPA Exemption.
- Final Redmond SEPA Exemption.
- Draft WSDOT General Permit for CITY and H&LP review.
- Final WSDOT General Permit for signature.
- Draft Redmond Right-of-Way Permit for CITY review.
- Final Redmond Right-of-Way Permit for signature.
- Draft Redmond Shoreline Exemption for CITY review.
- Draft Redmond Shoreline Exemption for signature.

## **TASK 5.0 UTILITY COORDINATION**

The CITY will take the lead to contact and meet with utilities owners.

The CONSULTANT shall support the CITY with preparation of exhibits and providing responses to utility owners questions.

**Deliverables:**

- Exhibits.
- Responses to questions.

## **TASK 6.0 AGENCY COORDINATION**

### **6.1. WSDOT Coordination**

The CONSULTANT shall arrange, prepare for, attend, and prepare meeting minutes for meetings with WSDOT to discuss the project. Items that will need WSDOT coordination include WSDOT General Permit, channelization restoration within WSDOT Limited Access, off and on ramp allowable closure times, and traffic control plans.

This task also includes coordination with WSDOT through e-mails and Teams meetings.

The CONSULTANT shall prepare electronic copies submittal of the 90% and 100% for WSDOT Local Program and WSDOT Construction Traffic review. The CONSULTANT shall address WSDOT's comments.

For budgetary purposes, it is assumed up to five (5) meetings will occur, each lasting 1 hour and 1 hour for meeting preparation, agenda, and minutes. These meetings will be virtual Teams meetings and attended by two CONSULTANT staff.

**Deliverables:**

- Meeting Agendas
- Meeting Minutes

**6.2. King County Parks Coordination**

The CONSULTANT (DEA) shall arrange, prepare for, attend, and prepare meeting minutes for meetings with King County Parks to discuss the project. Since Marymoor Park hosts several events that generate high volumes of traffic, the goal of these meetings with King County Parks is to identify these events so that the CITY can determine if the PROJECT needs to implement restricted work hours and/or days due to these events.

If restrictions are needed, the CONSULTANT (DEA) shall incorporate them into the contract special provisions.

For budgetary purposes, it is assumed up to three (3) meetings will occur, each lasting 1 hour and 1 hour for meeting preparation, agenda, and minutes. These meetings will be virtual Teams meetings and attended by two CONSULTANT staff.

**Deliverables:**

- Meeting Agendas
- Meeting Minutes

**TASK 7.0 PAVEMENT REPORT**

The CONSULTANT (HWA) shall perform pavement evaluation and testing and shall prepare a pavement report for West Lake Sammamish Parkway.

The pavement report will provide recommendations for pavement repair and overlay depth.

The CONSULTANT (HWA) shall perform Falling Weight Deflectometer (FWD) testing along all travel lanes from the north end of NE Marymoor Way intersection to south end of Leary Way intersection. Tests will be performed at approximately 100-foot intervals. Tests will consist of three drops at each location. GPS readings will be taken at each test location. Eight 6-inch diameter pavement cores (two in each travel lane) will be taken. Hand auger explorations to a depth of about two feet at each core location will be performed. Cores will be patched with Aqua Permanent Cold Patch, compacted in lifts, matching existing pavement thickness. The CONSULTANT (HWA) shall arrange for utility locates prior to coring.

The CONSULTANT (HWA) shall generate logs of pavement cores and perform engineering analyses to determine engineering properties of the subgrade and existing pavement structure.

The CONSULTANT (HWA) shall prepare a report presenting the results of the field testing, including FWD deflection readings, back-calculated resilient moduli of the subgrade, logs of pavement cores, and recommendations for new overlay design. The report will include discussions for pavement areas that should be reconstructed as opposed to rehabilitated.

The CONSULTANT (DEA) shall review the Pavement Rehabilitation Report for West Lake Sammamish Parkway and implement its recommendations.

**Deliverables:**

- Draft West Lake Sammamish Parkway Pavement Report (electronic PDF files).
- Final West Lake Sammamish Parkway Pavement Report (electronic PDF files).

## TASK 8.0 DESIGN

### 8.1. Project Site Visits

The CONSULTANT (DEA) shall conduct up to two (2) additional site visits by two (2) staff during the project to review/address design issues. CITY staff shall be present during site visits, if requested.

It is assumed the site visits will last up to two (2) hours each.

### 8.2. Plans, Specification, and Estimate Preparation (30%, 60%, and 90% Completion)

The CONSULTANT (DEA, CE) shall bring the design to a 100% completion level with intermediate milestones at the 30%, 60%, and 90% completions, and shall participate in a review coordination meeting to respond to CITY staff questions and comments at each of the three submittals. Review comments will be responded to and incorporated as directed by the CITY Project Manager. The preliminary and final design will include the following elements, at a minimum, prepared by the CONSULTANT for each milestone as noted:

- Cover sheet including a vicinity map (30%, 60%, and 90%)
- Legend & Abbreviations (60% and 90%)
- Typical Roadway Sections (30%, 60%, and 90%)
- Roadway Plans (30%, 60%, and 90%)
- Roadway Details (60% and 90%)
- Channelization Plans (30%, 60%, and 90%)
- Temporary Erosion Control Plans (TESC) (60% and 90%)
- Traffic Signal Plans (60% and 90%)
- Temporary Traffic Signal Video Detection Plans (60% and 90%)
- Traffic Control Plans (60% and 90%)
- Contract Provisions (60% and 90%)
- Cost Estimate (30%, 60%, and 90%)

The CONSULTANT (CE) shall prepare traffic signal plans for the traffic signal system modifications required due to the grinding of West Lake Sammamish Parkway. Traffic signal system modifications will be limited to the replacement of loop detectors since pedestrian crossings will not be impacted. The following West Lake Sammamish Parkway NE corridor intersection legs are expected to be impacted with the PROJECT.

- Redmond Signal: North Leg of intersection with NE Marymoor Way
- WSDOT Signal: South Leg of intersection with SR 520 Eastbound Off Ramp
- WSDOT Signal: North Leg of intersection with SR 520 Eastbound Off Ramp
- WSDOT Signal: South Leg of intersection with SR 520 Westbound On Ramp/Leary Way

The CONSULTANT (DEA, CE) shall determine bid items, quantities, and prepare an engineer's opinion probable construction cost estimate based on current unit bid prices.

#### **Assumptions:**

- The CONSULTANT (DEA, CE) shall use, as much as possible, bid items listed in WSDOT Standard Bid Items and/or WSDOT/APWA Standard Specifications.
- For concrete pavement bike lane surfacing, spot concrete panel repair may be needed.
- For concrete pavement bike lane surfacing, the existing pavement markings will be removed and replaced with pavement markings in accordance to Redmond's Standard Details.

#### **Deliverables:**

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- 30% Plans & Estimate (electronic PDF).
- 60% Plans, Specifications, & Estimate (electronic PDF).
- 90% Plans, Specifications, & Estimate (electronic PDF).

### 8.3. 100% PS&E Documents

The CONSULTANT (DEA, CE) shall prepare the following in accordance with the CITY's review comments from the 90% final design and coordination meeting:

- Modifications and/or revisions in response to CITY review comments from the 90% design and coordination meeting.
- Final design of project elements.
- Special provisions and listing of CITY standard specifications, with fill-ins, to be incorporated in the construction contract documents.
- Preparation of 100% plans.
- Preparation of 100% list of bid items, quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

The CONSULTANT (DEA, CE) will assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as the 100% PS&E package. The CONSULTANT shall stamp and sign the 100% plans and specifications, and then make a PDF file for the CITY to submit it to Builders Exchange of Washington for posting.

#### **Deliverables:**

- Stamped and signed contract provisions (electronic PDF files).
- Stamped and signed contract plans (electronic PDF files).
- Call for Bids (electronic PDF files).
- Engineer's Opinion of Probable Construction Cost Estimate in electronic PDF and Excel formats.

### 8.4. Assistance During Bid Period

The CONSULTANT (DEA, CE) shall provide assistance during the bid and award of the construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis.

The CONSULTANT (DEA, CE) shall assist the CITY during the bid period to answer any questions that arise concerning the PS&E documents and will assist the CITY in preparing any addenda required to the level of budget provided in this agreement.

The CONSULTANT (DEA, CE) shall provide any necessary plan, specification, or cost estimate changes required by any/all addenda. The CONSULTANT shall stamp and sign any plan revisions required.

After PROJECT (DEA, CE) Bid Opening, the CONSULTANT (DEA) shall compile changes and create a conformed set of plans and contract provisions to be referred to as the As-Bid documents.

The CONSULTANT shall provide As-Bid documents to the CITY.

#### **Assumptions:**

- The CONSULTANT (DEA, CE) will not produce hard paper copies of the plans and contract provisions.

#### **Deliverables:**

- Provide responses to bidders' questions.
- Addenda documentation (electronic PDF files).

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- As-Bid Plans and Contract Provisions (electronic PDF files).

## **TASK 9.0 COMMUNITY OUTREACH SUPPORT**

The CITY will take the lead on public involvement work.

The CONSULTANT (DEA) shall support the COUNTY with preparation of exhibits and/or graphics to the level of effort identified in the budget.

### **Deliverables:**

- Exhibits and/or Graphics for Community Outreach.

## **TASK 10.0 OPTIONAL SERVICE**

### **10.1. Construction Support Services**

In addition, Optional Services may be required and are to be utilized only for additional and unforeseen added work that is not included in this Scope of Services. The CONSULTANT (DEA) shall obtain written authorization from the CITY prior to doing any work under Optional Services. The compensation amount for work under Optional Services must be agreed to prior to the commencement of the work and will be paid for with the Management Reserve (aka contingency) funds and / or supplemental agreement(s). The CITY will not compensate the CONSULTANT for work under Optional Services without prior written authorization and agreement on the compensation amount. Potential Optional Services tasks may include but not limited to:

- Additional investigations and design services
- Construction Engineering Support
- Construction Management and Inspection Support
- Record Drawings Preparation

Budget for this task is not included and will be negotiated separately.

## ***Exhibit B***

### ***DBE Participation Plan***

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

[See attached DBE Participation Plan](#)



***David Evans and Associates, Inc. (DEA)***

***DBE Inclusion Plan  
for  
City of Redmond***

***West Lake Sammamish Parkway Preservation (North of Marymoor Way to  
Leary Way)***

**General Description of Work:**

For the majority of the work in this task order, DEA and its subconsultants are contracted to prepare preliminary and final designs for roadway preservation for the West Lake Sammamish Parkway Preservation project located in Redmond, WA.

**1. SUBCONTRACTING**

The work associated with this Task Order/Project is subject to a Disadvantage Business Enterprise (DBE) minimum goal of 21 percent (21%). DEA will make a good faith effort to achieve a participation of at least 21% by one or more certified DBE firms.

**2. DIVERSE BUSINESS SUBCONTRACTORS**

A list of diverse business contractors DEA included with this project are listed below.

Name of DBE Firm	DBE Certification	Specialty Services
HWA GeoSciences, Inc.	Yes/DBE	Pavement Analysis and Design
Concord Engineering	Yes/DBE	Traffic Signal/Traffic Control

For this project, HWA and Concord are expected to be contracted for approximately \$116,880, which will likely exceed the 21% goal.

At any point in the delivery of this contract, if additional services are needed, HWA and Concord, or other subconsultants may be asked to perform additional work, which could increase the percentage of participation.

**3. DIVERSITY EXPERT**

DEA will track and prepare monthly updates on diverse business utilization, progress to date, and projections. DEA will also evaluate change orders for potential diverse business participation.

**4. PAST PERFORMANCE OR STRATEGIES**

DEA has a track record of utilizing MSVWBE (including DBE) firms on a variety of projects in key roles. DEA's approach is to solicit partnering relationships primarily based upon technical capabilities rather than a subcontracting goal, and invest in those relationships in order to provide our clients with reliable and diverse expertise.

To facilitate the development of these relationships, DEA organized an internal Small Business Program in 1995 with the goal of providing maximum practicable opportunities for small businesses to participate on contracts with DEA. DEA's Small Business Program formalizes and documents the efforts DEA undertakes to include small businesses in our contracts. As part of this program, regional liaisons conduct outreach activities to connect DEA staff with qualified small businesses. These small businesses are brought onto project teams in focused roles and provided mentorship and guidance to help them succeed with the intent to continue that partnership onto future projects.

Since 1995, DEA has conducted regular small business fairs to provide opportunities for MSVWBE firms to interact with our project managers and provide information about their services, so we can move quickly when opportunities arise. The high numbers of MSVWBE firms we actively work with provide evidence of the program's success. For the past several years, DEA's Portland office has worked with more than 20 MSVWBE firms in Oregon and Washington each year and subcontracts more than \$1.3 million dollars on average to MSVWBE firms annually.

DEA also participates in the more traditional forms of outreach in our community, including Oregon Association of Minority Entrepreneurs committees and conferences, Minority Enterprise Development Week, and other local technical job fairs. Often, for specific projects, DEA will continue to hold focused DBE outreach events to nurture and develop relationships with MSVWBE firms that will hold meaningful roles on project assignments. For example, DEA held a networking event out of our Bellevue, WA, office in June 2015, specifically to solicit qualifications and establish relationships with DBE firms for an upcoming light rail project. This fair was attended by more than 50 firms from the Seattle area and would have added ten MSVWBE firms to be included to the project team in significant roles. This year our Portland office held a fair in May with the same goal of attracting MSVWBE firms with whom we can partner on upcoming projects.

## **5. PROMPT PAYMENT AND DISPUTE RESOLUTION**

### **Prompt Payments:**

All Subconsultant invoices are due by the 20th calendar day of the month for services completed through the end of the previous calendar month. Invoices are reviewed and approved by the DEA project manager and then processed monthly by Corporate Accounts Payable for billing submission with the DEA invoice. If the Subconsultant invoice is not approved, the Subconsultant will be notified and required to resubmit a corrected invoice along with any required documentation. Accounts Receivable processes weekly reports of project payments, and releases payments to the Subconsultants once a week.

### **Disputed Billings:**

In the event of a disputed billing, only the disputed portion will be withheld from submission to Client. In the event any dispute arises between Subconsultant and DEA or Subconsultant and Client, Subconsultant will continue to perform its work regardless of the nature of the dispute. If Subconsultant makes a valid claim resulting from any act of, omission of, or change made by Client, or anything else for which Client may be liable pursuant to the Prime

Agreement, DEA's duty to Subconsultant is limited to passing on the claim to Client. Unless DEA and Subconsultant agree otherwise, Subconsultant will be bound by such determination and any adjustment in Subconsultant's contract price will be made only to the extent allowed by Client or a final court award against Client.

**6. OTHER**

Not applicable

# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

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

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

#### **B. Roadway Design Files**

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

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

#### **C. Computer Aided Drafting Files**

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

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant  
Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency  
Deliverables outlined in Scope of Work Exhibit A.

F. Specify What Agency Furnished Services and Information Is to Be Provided  
Agency furnished services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel Spreadsheets

Word Documents

PDF files

Microsoft Project Schedule

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite  
N/A

B. Electronic Messaging System  
N/A

C. File Transfers Format  
PDF, ZIP, Word, Excel, Project, CAD

## ***Exhibit D***

### ***Prime Consultant Cost Computations***

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See attached prime spreadsheets.



**Exhibit D**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

**David Evans and Associates, Inc.**

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Project Manager IV (PJM4)	131		\$ 283.12		\$37,089
2	Project Manager III (PJM3)	14		\$ 220.03		\$3,080
3	Engineer III (ENG3)	238		\$ 135.41		\$32,227
4	Engineering Designer II (END2)	200		\$ 122.91		\$24,582
5	Project Manager III (PJM3)	44		\$ 233.88		\$10,291
6	Project Coordinator III (PJC3)	16		\$ 119.40		\$1,910
7	Project Accountant IV (PAC4)	11		\$ 140.94		\$1,550
8	Scientist II (SCI2)	80		\$ 118.48		\$9,478
9	GIS Analyst IV (GIA4)	16		\$ 156.95		\$2,511

Total Hrs. 750

**Salary Cost** **\$ 122,719**

**Salary Escalation Cost (estimated)**

**Escalation - % of Labor Cost** 0% per year @ 0 year(s) \$0

**Total Salary Cost** **\$ 122,719**

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Full-Size Plans	0	sets @	\$100 /set	\$ -
Half-Size Plans	0	sets @	\$50 /set	\$ -
Specifications	0	sets @	\$50 /set	\$ -
Mail/Deliveries/Fed Ex	4	@	\$35 /each	\$ 140.00
Mileage	75	miles @	\$0.655 /mile	\$ 49.13
<b>Subtotal</b>				<b>\$ 189</b>

**David Evans and Associates Total** **\$ 122,908**

**Subconsultants**

	-	DBE	Hrs	\$ Total
HWA GeoSciences Inc.		14.7%	138	\$ 34,323
Concord Engineering		32.62%	454	\$ 76,118
<b>Total</b>		<b>47.3%</b>	<b>592</b>	
<b>Subconsultant Total</b>				<b>\$ 110,442</b>

**Direct Expenses Sub-Total (including Subconsultants)** **\$ 110,631**

**Total Costs** **\$ 233,350**

**Management Reserve Fund (10%)** **\$ 23,335**

**Total Costs with Management Reserve Fund** **\$ 256,685**

**Exhibit D**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

David Evans and Associates, Inc.

Work Element #	Work Element	1 Project Manager IV (PJM4)	2 Project Manager III (PJM3)	3 Engineer III (ENG3)	4 Engineering Designer II (END2)	5 Project Manager III (PJM3)	6 Project Coordinator III (PJC3)	7 Project Accountant IV (PAC4)	8 Scientist II (SCI2)	9 GIS Analyst IV (GIA4)	DEA Total hrs	DEA Total \$
2.0	Project Management and Coordination											
2.1	Project Management	20					8	3			31	\$7,040
2.2	Subconsultant Coordination	20									20	\$5,662
2.3	Develop Project Schedule	16									16	\$4,530
2.4	Monthly Invoices/Progress Reports	8					8	8			24	\$4,348
2.5	Progress Meetings	14		14							28	\$5,859
2.6	Quality Control/Quality Assurance Review		2								2	\$440
2.7	Change Management	2									2	\$566
	Work Element 2.0 Total	80	2	14			16	11			123	\$28,446
3.0	Survey and Basemap Preparation											
3.1	Base Mapping Using City Provided Data			24	40						64	\$8,166
3.2	Data Collection			24	24						48	\$6,200
	Work Element 3.0 Total			48	64						112	\$14,366
4.0	Environmental Documentation											
4.1	Environmental Meetings	2				4					6	\$1,502
4.2	NEPA/SEPA Compliance	2				24			40	12	78	\$12,802
4.3	Permitting	2				16			40	4	62	\$9,675
	Work Element 4.0 Total	6				44			80	16	146	\$23,979
5.0	Utility Coordination	2		8							10	\$1,649
	Work Element 5.0 Total	2		8							10	\$1,649
6.0	Agency Coordination											
6.1	WSDOT Coordination	10		10							20	\$4,185
6.2	King County Parks Coordination	6		6							12	\$2,511
	Work Element 6.0 Total	16		16							32	\$6,696
7.0	Pavement Report	1		2							3	\$554
	Work Element 7.0 Total	1		2							3	\$554
8.0	Design											
8.0	Project Site Visits			6	6						12	\$1,550
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)											
8.2.1	30% Submittal	2	4	24	34						64	\$8,875
8.2.2	60% Submittal	10	4	50	30						94	\$14,169
8.2.3	90% Submittal	4	2	30	30						66	\$9,322
8.3	100% PS&E Documents	4	2	30	30						66	\$9,322
8.4	Assistance During Bid Period	4		4							8	\$1,674
	Work Element 7.0 Total	24	12	144	130						310	\$44,912
9.0	Community Outreach Support											
	Exhibits/Graphics Preparation	2		6	6						14	\$2,116
	Work Element 9.0 Total	2		6	6						14	\$2,116
10.0	Optional Service											
	Additional investigations and design services											
	Construction Engineering Support											
	Construction Management and Inspection Support											
	Record Drawings Preparation											
	Work Element 10.0 Total											
	EXPENSES											\$189
	SALARY ESCALATION											
	PROJECT WORK ELEMENTS TOTALS	131	14	238	200	44	16	11	80	16	750	\$122,908

**Exhibit D**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

**Consultant Hours Summary**

Work Element #	Work Element	DEA Total Hours	HWA Total Hours	CE Total Hours	Total Hrs	% of Total Hours
		Total hrs	Total hrs	Total hrs	Total Hrs	%
<b>2.0</b>	<b>Project Management and Coordination</b>					
2.1	Project Management	31			31	2.31%
2.2	Subconsultant Coordination	20			20	1.49%
2.3	Develop Project Schedule	16			16	1.19%
2.4	Monthly Invoices/Progress Reports	24		16	40	2.98%
2.5	Progress Meetings	28		16	44	3.28%
2.6	Quality Control/Quality Assurance Review	2		30	32	2.38%
2.7	Change Management	2		2	4	0.30%
	<b>Work Element 2.0 Total</b>	<b>123</b>		<b>64</b>	<b>187</b>	<b>13.93%</b>
<b>3.0</b>	<b>Survey and Basemap Preparation</b>					
3.1	Base Mapping Using City Provided Data	64			64	4.77%
3.2	Data Collection	48			48	3.58%
	<b>Work Element 3.0 Total</b>	<b>112</b>			<b>112</b>	<b>8.35%</b>
<b>4.0</b>	<b>Environmental Documentation</b>					
4.1	Environmental Meetings	6			6	0.45%
4.2	NEPA/SEPA Compliance	78			78	5.81%
4.3	Permitting	62			62	4.62%
	<b>Work Element 4.0 Total</b>	<b>146</b>			<b>146</b>	<b>10.88%</b>
<b>5.0</b>	<b>Utility Coordination</b>	10			10	0.75%
	<b>Work Element 5.0 Total</b>	<b>10</b>			<b>10</b>	<b>0.75%</b>
<b>6.0</b>	<b>Agency Coordination</b>					
6.1	WSDOT Coordination	20		8	28	2.09%
6.2	Pavement Analysis and Report - NE 51st Street	12			12	0.89%
	<b>Work Element 6.0 Total</b>	<b>32</b>		<b>8</b>	<b>40</b>	<b>2.98%</b>
<b>7.0</b>	<b>Pavement Report</b>	3	138		141	10.51%
	<b>Work Element 7.0 Total</b>	<b>3</b>	<b>138</b>		<b>141</b>	<b>10.51%</b>
<b>8.0</b>	<b>Design</b>					
8.0	Project Site Visits	12		20	32	2.38%
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)					
8.2.1	30% Submittal	64			64	4.77%
8.2.2	60% Submittal	94		204	298	22.21%
8.2.3	90% Submittal	66		80	146	10.88%
8.3	100% PS&E Documents	66		60	126	9.39%
8.4	Assistance During Bid Period	8		18	26	1.94%
	<b>Work Element 7.0 Total</b>	<b>310</b>		<b>382</b>	<b>692</b>	<b>51.56%</b>
<b>9.0</b>	<b>Community Outreach Support</b>					
	Exhibits/Graphics Preparation	14			14	1.04%
	<b>Work Element 9.0 Total</b>	<b>14</b>			<b>14</b>	<b>1.04%</b>
	<b>Optional Service</b>					
	Additional investigations and design services					
	Construction Engineering Support					
	Construction Management and Inspection Support					
	Record Drawings Preparation					
	<b>Work Element 10.0 Total</b>					
<b>PROJECT WORK ELEMENTS TOTALS</b>		<b>750</b>	<b>138</b>	<b>454</b>	<b>1342</b>	<b>100.00%</b>

**Exhibit D**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

**Consultant Cost Summary**

Work Element #	Work Element	DEA Total Costs	HWA Total Costs	CE Total Costs	Total Costs	% of Total \$
#		Total \$	Total \$	Total \$	Total \$	%
2.0	<b>Project Management and Coordination</b>					
2.1	Project Management	\$7,040			\$7,040	2.74%
2.2	Subconsultant Coordination	\$5,662			\$5,662	2.21%
2.3	Develop Project Schedule	\$4,530			\$4,530	1.76%
2.4	Monthly Invoices/Progress Reports	\$4,348		\$2,610	\$6,957	2.71%
2.5	Progress Meetings	\$5,859		\$3,742	\$9,601	3.74%
2.6	Quality Control/Quality Assurance Review	\$440		\$7,533	\$7,973	3.11%
2.7	Change Management	\$566		\$468	\$1,034	0.40%
	<b>Work Element 2.0 Total</b>	<b>\$28,446</b>		<b>\$14,353</b>	<b>\$42,799</b>	<b>16.67%</b>
3.0	<b>Survey and Basemap Preparation</b>					
3.1	Base Mapping Using City Provided Data	\$8,166			\$8,166	3.18%
3.2	Data Collection	\$6,200			\$6,200	2.42%
	<b>Work Element 3.0 Total</b>	<b>\$14,366</b>			<b>\$14,366</b>	<b>5.60%</b>
4.0	<b>Environmental Documentation</b>					
4.1	Environmental Meetings	\$1,502			\$1,502	0.59%
4.2	NEPA/SEPA Compliance	\$12,802			\$12,802	4.99%
4.3	Permitting	\$9,675			\$9,675	3.77%
	<b>Work Element 4.0 Total</b>	<b>\$23,979</b>			<b>\$23,979</b>	<b>9.34%</b>
5.0	<b>Utility Coordination</b>	\$1,649			\$1,649	0.64%
	<b>Work Element 5.0 Total</b>	<b>\$1,649</b>			<b>\$1,649</b>	<b>0.64%</b>
6.0	<b>Agency Coordination</b>					
6.1	WSDOT Coordination	\$4,185		\$1,566	\$5,751	2.24%
6.2	Pavement Analysis and Report - NE 51st Street	\$2,511			\$2,511	0.98%
	<b>Work Element 6.0 Total</b>	<b>\$6,696</b>		<b>\$1,566</b>	<b>\$8,262</b>	<b>3.22%</b>
7.0	<b>Pavement Report</b>	\$554	\$26,063		\$26,617	10.37%
	<b>Work Element 7.0 Total</b>	<b>\$554</b>	<b>\$26,063</b>		<b>\$26,617</b>	<b>10.37%</b>
8.0	<b>Design</b>					
8.0	Project Site Visits	\$1,550		\$3,141	\$4,691	1.83%
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)					
8.2.1	30% Submittal	\$8,875			\$8,875	3.46%
8.2.2	60% Submittal	\$14,169		\$32,182	\$46,351	18.06%
8.2.3	90% Submittal	\$9,322		\$12,408	\$21,730	8.47%
8.3	100% PS&E Documents	\$9,322		\$9,267	\$18,589	7.24%
8.4	Assistance During Bid Period	\$1,674		\$3,058	\$4,732	1.84%
	<b>Work Element 8.0 Total</b>	<b>\$44,912</b>		<b>\$60,056</b>	<b>\$104,968</b>	<b>40.89%</b>
9.0	<b>Community Outreach Support</b>					
	Exhibits/Graphics Preparation	\$2,116			\$2,116	0.82%
	<b>Work Element 9.0 Total</b>	<b>\$2,116</b>			<b>\$2,116</b>	<b>0.82%</b>
	<b>Optional Service</b>					
	Additional investigations and design services					
	Construction Engineering Support					
	Construction Management and Inspection Support					
	Record Drawings Preparation					
	<b>Work Element 10.0 Total</b>					
	<b>Direct Expenses</b>	<b>\$189</b>	<b>\$8,260</b>	<b>\$144</b>	<b>\$8,593</b>	<b>3.35%</b>
	<b>Management Reserve</b>	<b>\$23,335</b>			<b>\$23,335</b>	<b>9.09%</b>
	<b>PROJECT WORK ELEMENTS TOTALS</b>	<b>\$122,908</b>	<b>\$34,323</b>	<b>\$76,118</b>	<b>\$256,685</b>	<b>100.00%</b>

## Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007

City of Redmond - West Lake Sammamish Parkway Preservation

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 178.74%	Fixed Fee NTE 29.00%	All Inclusive Hourly Billing Rate NTE
BU/COE Sr. Manager I (BUS1)	\$78.50	\$140.31	\$22.77	\$241.58
BU/COE Sr. Manager II (BUS2)	\$95.18	\$170.12	\$27.60	\$292.91
BU/COE Sr. Manager III (BUS3)	\$151.00	\$269.90	\$43.79	\$464.69
Business Development Leader I (BUD1)	\$61.00	\$109.03	\$17.69	\$187.72
Business Development Leader II (BUD2)	\$110.63	\$197.74	\$32.08	\$340.45
Business Development Leader III (BUD3)	\$92.50	\$165.33	\$26.83	\$284.66
Business Development Leader IV (BUD4)	\$144.00	\$257.39	\$41.76	\$443.15
COE Delivery Leader III (CDL3)	\$75.50	\$134.95	\$21.90	\$232.34
Construction Inspector I (CIN1)	\$35.00	\$62.56	\$10.15	\$107.71
Construction Inspector III (CIN3)	\$46.50	\$83.11	\$13.49	\$143.10
Construction Services Manager III (CSM3)	\$79.00	\$141.20	\$22.91	\$243.11
Designer II (DES2)	\$39.40	\$70.42	\$11.43	\$121.25
Designer III (DES3)	\$58.00	\$103.67	\$16.82	\$178.49
Designer IV (DES4)	\$65.72	\$117.47	\$19.06	\$202.25
Designer V (DES5)	\$67.32	\$120.33	\$19.52	\$207.17
Electrical Engineer II (ELE2)	\$44.72	\$79.93	\$12.97	\$137.62
Electrical Engineer III (ELE3)	\$47.32	\$84.58	\$13.72	\$145.62
Engineering Designer I (END1)	\$41.00	\$73.28	\$11.89	\$126.17
Engineering Designer II (END2)	\$51.00	\$91.16	\$14.79	\$156.95
Engineer III (ENG3)	\$59.00	\$105.46	\$17.11	\$181.57
Engineer IV (ENG4)	\$58.98	\$105.42	\$17.10	\$181.51
Engineer V (ENG5)	\$72.00	\$128.69	\$20.88	\$221.57
Engineer VI (ENG6)	\$90.00	\$160.87	\$26.10	\$276.97
Engineer VII (ENG7)	\$91.04	\$162.72	\$26.40	\$280.17
Field Survey Technician I (FST1)	\$25.85	\$46.20	\$7.50	\$79.55
Field Survey Technician II (FST2)	\$27.50	\$49.15	\$7.98	\$84.63
Field Survey Technician IV (FST4)	\$33.00	\$58.98	\$9.57	\$101.55
GIS Analyst II (GIA2)	\$42.50	\$75.96	\$12.33	\$130.79
GIS Analyst IV (GIA4)	\$51.00	\$91.16	\$14.79	\$156.95
Graphic Designer III (GRD3)	\$48.20	\$86.15	\$13.98	\$148.33
Intern I (INT1)	\$18.50	\$33.07	\$5.37	\$56.93
Intern II (INT2)	\$23.00	\$41.11	\$6.67	\$70.78
Landscape Architect IV (LAR4)	\$42.76	\$76.43	\$12.40	\$131.59
Landscape Architect V (LAR5)	\$51.50	\$92.05	\$14.94	\$158.49
Landscape Designer IV (LAD4)	\$44.50	\$79.54	\$12.91	\$136.94

## Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007

City of Redmond - West Lake Sammamish Parkway Preservation

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 178.74%	Fixed Fee NTE 29.00%	All Inclusive Hourly Billing Rate NTE
Marketer III (MKT3)	\$43.86	\$78.40	\$12.72	\$134.97
Marketer IV (MKT5)	\$60.86	\$108.78	\$17.65	\$187.29
Office Survey Technician I (OST1)	\$31.00	\$55.41	\$8.99	\$95.40
Office Survey Technician III (OST3)	\$38.00	\$67.92	\$11.02	\$116.94
Office Survey Technician IV (OST4)	\$37.00	\$66.13	\$10.73	\$113.86
Office Survey Technician V (OST5)	\$45.00	\$80.43	\$13.05	\$138.48
Party Chief I (PCH1)	\$34.50	\$61.67	\$10.01	\$106.17
Party Chief II (PCH2)	\$41.50	\$74.18	\$12.04	\$127.71
Party Chief III (PCH3)	\$45.50	\$81.33	\$13.20	\$140.02
Party Chief IV (PCH4)	\$53.00	\$94.73	\$15.37	\$163.10
Planner II (PLN2)	\$45.36	\$81.08	\$13.15	\$139.59
Planner III (PLN3)	\$55.04	\$98.38	\$15.96	\$169.38
Project Accountant III (PAC3)	\$38.02	\$67.96	\$11.03	\$117.00
Project Accountant IV (PAC4)	\$45.80	\$81.86	\$13.28	\$140.94
Project Accountant V (PAC5)	\$48.51	\$86.71	\$14.07	\$149.28
Project Controls Spec. III (PCS3)	\$43.22	\$77.25	\$12.53	\$133.01
Project Coordinator I (PJC1)	\$30.14	\$53.87	\$8.74	\$92.75
Project Coordinator II (PJC2)	\$33.50	\$59.88	\$9.72	\$103.09
Project Coordinator III (PJC3)	\$39.60	\$70.78	\$11.48	\$121.87
Project Coordinator IV (PJC4)	\$40.50	\$72.39	\$11.75	\$124.63
Project Coordinator V (PJC5)	\$43.50	\$77.75	\$12.62	\$133.87
Project Manager I (PJM1)	\$45.50	\$81.33	\$13.20	\$140.02
Project Manager II (PJM2)	\$61.00	\$109.03	\$17.69	\$187.72
Project Manager III (PJM3)	\$76.00	\$135.84	\$22.04	\$233.88
Project Manager IV (PJM4)	\$94.10	\$168.19	\$27.29	\$289.58
Project Manager V (PJM5)	\$105.78	\$189.07	\$30.68	\$325.53
Project Manager VI (PJM6)	\$119.56	\$213.70	\$34.67	\$367.93
Project Surveyor I (PSV1)	\$51.00	\$91.16	\$14.79	\$156.95
Project Surveyor III (PSV3)	\$59.50	\$106.35	\$17.26	\$183.11
Project Surveyor IV (PSV4)	\$69.00	\$123.33	\$20.01	\$212.34
QA/QC Specialist II (QAC2)	\$36.56	\$65.35	\$10.60	\$112.51
Scientist II (SCI2)	\$38.50	\$68.81	\$11.17	\$118.48
Scientist IV (SCI4)	\$50.00	\$89.37	\$14.50	\$153.87
Senior Transit Planner (SPLT)	\$60.00	\$107.24	\$17.40	\$184.64

## Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007

City of Redmond - West Lake Sammamish Parkway Preservation

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 178.74%	Fixed Fee NTE 29.00%	All Inclusive Hourly Billing Rate NTE
Support Svcs Specialist II (SSS2)	\$29.54	\$52.80	\$8.57	\$90.91
Support Svcs Specialist IV (SSS4)	\$30.72	\$54.91	\$8.91	\$94.54
Support Svcs Specialist V (SSS5)	\$32.66	\$58.38	\$9.47	\$100.51
Survey Analyst I (SAN1)	\$39.00	\$69.71	\$11.31	\$120.02
Survey Analyst II (SAN2)	\$53.50	\$95.63	\$15.52	\$164.64
Survey Manager I (SVM1)	\$60.00	\$107.24	\$17.40	\$184.64
Survey Manager III (SVM3)	\$71.00	\$126.91	\$20.59	\$218.50
Remote Pilot I (RPL1)	\$25.39	\$45.38	\$7.36	\$78.13
Remote Pilot II (RPL2)	\$36.73	\$65.65	\$10.65	\$113.03
Remote Pilot III (RPL3)	\$57.19	\$102.22	\$16.58	\$175.99
Flight Operations Manager (FLOM)	\$70.49	\$125.99	\$20.44	\$216.93



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 4, 2023

David Evans and Associates, Inc.  
703 Douglas Fir Dr.  
Magnolia, TX 77354

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Marie Fuzzell:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 178.74% of direct labor, (rate includes 0.40% Facilities Capital Cost of Money), based on the “Cognizant Review” from The Oregon Department of Transportation (ODOT). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

*Schatzie Harvey*

Schatzie Harvey (May 4, 2023 14:44 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

May 4, 2023

SH:BJO



## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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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 subconsultant spreadsheets.](#)

# Exhibit E City of Redmond

## West Lake Sammamish Parkway Preservation

### HWA GeoSciences Inc.

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Geologist VIII	2		\$ 287.56		\$575
2	Engineer VIII	40		\$ 296.02		\$11,841
3	Geologist IV	68		\$ 155.62		\$10,582
4	Geologist II	20		\$ 104.88		\$2,098
5	Contracts	2		\$ 152.24		\$304
6	CAD	4		\$ 109.95		\$440
7	Clerical	2		\$ 111.64		\$223

Total Hrs. 138

**Salary Cost** \$ **26,063**

#### Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

**Total Salary Cost** \$ **26,063**

Direct Expenses	No.	Unit	Each	Cost
FWD Rate	4	@	\$1,000 /hr	\$ 4,000.00
Laboratory Testing	1	@	\$460 LS	\$ 460.00
Pavement Coring	8	@	\$75 /core	\$ 600.00
Aarrowboard & Sign Rental for TC	1	@	\$3,000 LS	\$ 3,000.00
Mileage	306	miles @	\$0.655 /mile	\$ 200.43
<b>Subtotal</b>				<b>\$ 8,260</b>

**HWA GeoSciences Inc. Total** \$ **34,323**

**Project Cost Estimate**  
**West Lake Sammamish Parkway Pavement Preservation**  
**Redmond, Washington**  
**Prepared for DEA**



HWA GEOSCIENCES INC.

**HWA Ref: 2023-150**  
**Date: 11-Aug-23**

**Scope of Work**

Prepare traffic control plans (TCP) and Right of Way (ROW) use application and submit to city for approval.  
 This estimate assume no flaggers or UPOs will be required and traffic control will consist of arrowboard behind work areas with signs and cones.  
 Perform FWD testing on each travel lane along WLSP from just north of Marymoor Park Intersection to just south of Leary Way intersection.  
 Test spacing will be approximately 100 foot intervals. Testing to consist of 3 drops at each location. GPS readings will be taken at each test location.  
 Mark pavement cores in the roadway at 8 locations along the alignment and arrange for utility locates.  
 Perform pavement coring at 8 locations using a 6-inch diameter core barrel. Shallow hand borings (2 feet) will be completed at each core location to assess subgrade condition.  
 Pavement cores will be patched with Aquaphalt 6.0 water activated cold patch.  
 Prepare photographic logs of pavement cores/hand borings.  
 Prepare a spreadsheet presenting the results of field testing (including FWD deflection readings and backcalculated resilient modulus of subgrade).  
 Perform a walkthrough of the alignment and identify areas likely to require complete reconstruction based on FWD testing/pavement coring.  
 Perform engineering analyses to develop pavement rehabilitation and reconstruction designs.  
 Prepare a letter report presenting the results of FWD testing, pavement coring, reconstruction areas, and our pavement design recommendations.

**ESTIMATED HWA LABOR:**

WORK TASK DESCRIPTION	PERSONNEL & 2023 HOURLY RATES							TOTAL HOURS	TOTAL AMOUNT
	Geol. VIII	Engr. VIII	Geol. IV	Geol. II	Contracts	CAD	Clerical		
	\$85.00	\$87.50	\$46.00	\$31.00	\$45.00	\$32.50	\$33.00		
Project Setup/Coordination		4			2			6	\$440
Prepare ROW Use Application & TCP and Submit to City		2	6					8	\$451
Perform FWD Testing			8					8	\$368
Mark Pavement Cores and Arrange Locates		4	6					10	\$626
Perform Pavement Coring (8 Cores)			20	20				40	\$1,540
Prepare Photographic Pavement Core Logs		2	4					6	\$359
FWD Data Analyses/Prepare Spreadsheet		8	8					16	\$1,068
Walkthrough/Visual Assessment of Recon. Areas		8	8					16	\$1,068
Prepare Letter Report	2	8	8			4	2	24	\$1,434
Consultation / Project Management		4						4	\$350
<b>Direct Salary Cost</b>	2	40	68	20	2	4	2	138	<b>\$7,704</b>

**LABORATORY TEST SUMMARY:**

Test	Est. No.	Unit	Total
Test	Tests	Cost	Cost
Grain Size Distribution	4	\$115	\$460
Atterberg Limits (plasticity index)	0	\$235	\$0
CBR/Proctor	0	\$550	\$0

**LABORATORY TOTAL: \$460**

**ESTIMATED DIRECT EXPENSES:**

Mileage @ IRS rate	\$200
Traffic Control Plans	\$0
FWD Rate (@ \$1,000/hr)	\$4,000
Pavement Coring (@ \$75/core)	\$600
Traffic Control (Arrowboard/Signs/Etc.)	\$3,000
Laboratory Testing	\$460
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$8,260</b>

**PROJECT TOTALS AND SUMMARY:**

Direct Salary Cost (DSC)	\$7,704
OH @ 208.31% * DSC	\$16,048
FF @ 30% * DSC	\$2,311
Total Labor	\$26,063
Direct Expenses	\$8,260
<b>GRAND TOTAL:</b>	<b>\$34,323</b>

**Assumed Conditions:**

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

**Exhibit E**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

HWA GeoSciences Inc.

		1	2	3	4	5	6	7		
		Geologist VIII	Engineer VIII	Geologist IV	Geologist II	Contracts	CAD	Clerical		
Work Element #	Work Element	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	HWA Total hrs	HWA Total \$
2.0	Project Management and Coordination									
2.1	Project Management									
2.2	Subconsultant Coordination									
2.3	Develop Project Schedule									
2.4	Monthly Invoices/Progress Reports									
2.5	Progress Meetings									
2.6	Quality Control/Quality Assurance Review									
2.7	Change Management									
	Work Element 2.0 Total									
3.0	Survey and Basemap Preparation									
3.1	Base Mapping Using City Provided Data									
3.2	Data Collection									
	Work Element 3.0 Total									
4.0	Environmental Documentation									
4.1	Environmental Meetings									
4.2	NEPA/SEPA Compliance									
4.3	Permitting									
	Work Element 4.0 Total									
5.0	Utility Coordination									
	Work Element 5.0 Total									
6.0	Agency Coordination									
6.1	WSDOT Coordination									
6.2	King County Parks Coordination									
	Work Element 6.0 Total									
7.0	Pavement Report	2	40	68	20	2	4	2	138	\$26,063
	Work Element 7.0 Total	2	40	68	20	2	4	2	138	\$26,063
8.0	Design									
8.0	Project Site Visits									
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)									
8.2.1	30% Submittal									
8.2.2	60% Submittal									
8.2.3	90% Submittal									
8.3	100% PS&E Documents									
8.4	Assistance During Bid Period									
	Work Element 7.0 Total									
9.0	Community Outreach Support									
	Exhibits/Graphics Preparation									
	Work Element 9.0 Total									
10.0	Optional Service									
	Additional investigations and design services									
	Construction Engineering Support									
	Construction Management and Inspection Support									
	Record Drawings Preparation									
	Work Element 10.0 Total									
	EXPENSES									\$8,260
	SALARY ESCALATION									
PROJECT WORK ELEMENTS TOTALS		2	40	68	20	2	4	2	138	\$34,323

## HWA GEOSCIENCES INC.

### 2023 ANTE DIRECT RATES BY CATEGORY

TITLE	MIN BILLING RATE	MAX BILLING RATE
Administrative Support	\$30.00	\$35.00
CAD	\$30.00	\$45.00
Contracts Administrator	\$45.00	\$45.00
Geologist I	\$25.00	\$30.00
Geologist II	\$30.00	\$35.00
Geologist III	\$34.00	\$42.00
Geologist IV	\$42.00	\$47.00
Geologist V	\$46.00	\$50.00
Geologist VI	\$50.00	\$55.00
Geologist VII	\$55.00	\$65.00
Geologist VIII	\$70.00	\$85.00
Geotechnical Engineer I	\$36.00	\$38.00
Geotechnical Engineer II	\$38.00	\$46.00
Geotechnical Engineer III	\$44.00	\$48.00
Geotechnical Engineer IV	\$48.00	\$54.00
Geotechnical Engineer V	\$54.00	\$60.00
Geotechnical Engineer VI	\$60.00	\$70.00
Geotechnical Engineer VII	\$70.00	\$82.00
Geotechnical Engineer VIII	\$82.00	\$89.00
Hydrogeologist IV	\$55.00	\$60.00
Lab/Field Technician I	\$18.00	\$25.00
Lab/Field Technician II	\$22.00	\$28.00
Lab/Field Technician III	\$27.00	\$34.00
Lab/Field Technician IV	\$32.00	\$45.00
Lab/Field Technician V	\$40.00	\$50.00
Principal IX	\$93.00	\$110.00



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 22, 2022

HWA GeoSciences, Inc.  
21312 30<sup>th</sup> Drive SE, Suite 110  
Bothell, WA 98021

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 208.31% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W Maxwell CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

A handwritten signature in blue ink, reading 'Erik K. Jonson'.

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

**HWA GEOSCIENCES, INC.**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

<b>Description</b>	<b>GL Account Balance</b>	<b>Unallowable Costs</b>	<b>FAR Ref</b>	<b>Total Proposed</b>	<b>% of Direct Labor</b>
<b>Direct Labor</b>	<u>\$ 1,797,812</u>	<u>\$ -</u>		<u>\$ 1,797,812</u>	
<b>Fringe Benefits:</b>					
Bonuses	\$ 154,950	\$ -		\$ 154,950	
PTO	370,876	-		370,876	
401 k	194,033	-		194,033	
Employee group insurance	268,211	-		268,211	
Workers' comp	9,699	-		9,699	
Payroll taxes	266,500	(2,894)	(1)	263,606	
Other employee benefits	9,873	-		9,873	
<b>Total Fringe Benefits</b>	<u>\$ 1,274,142</u>	<u>\$ (2,894)</u>		<u>\$ 1,271,248</u>	<u>70.71%</u>
<b>General Overhead:</b>					
Indirect labor	\$ 1,127,480	\$ (37,821)	(2)(3)	\$ 1,089,659	
Bid and proposals	90,168	-		90,168	
Automobile expense	21,344	-		21,344	
Advertising and marketing	16,865	(16,865)	(3)	-	
Bank service charges	2,500	-		2,500	
Contributions	3,159	(3,159)	(4)	-	
Computer and software expenses	137,965	-		137,965	
Depreciation and amortization	93,781	-		93,781	
Dues and subscriptions	5,712	-		5,712	
Insurance	242,935	-		242,935	
Interest	366	(366)	(5)(6)	-	
Maintenance and repairs	10,945	-		10,945	
Meals and entertainment	1,025	-		1,025	
Office supplies and postage	23,476	(150)	(7)	23,326	
Printing	28,076	-		28,076	
Professional fees	72,970	-		72,970	
Seminars and professional education	22,464	(650)	(3)	21,814	
Supplies	63,443	-		63,443	
Rent and utilities	401,126	-		401,126	
Taxes and licenses	98,584	28,333	(6)(8)(9)	126,917	
Telecommunications	61,970	-		61,970	
Travel	3,089	-		3,089	
Recovery	(28,909)	-		(28,909)	
<b>Total General Overhead</b>	<u>\$ 2,500,534</u>	<u>\$ (30,678)</u>		<u>\$ 2,469,856</u>	<u>137.38%</u>
<b>Total Fringe Benefits and General Overhead</b>	<u>\$ 3,774,676</u>	<u>\$ (33,572)</u>		<u>\$ 3,741,104</u>	<u>208.09%</u>
<b>Facilities Capital Cost of Money (FCCM)</b>				<u>\$ 3,899</u>	<u>0.22%</u>

See notes to the indirect cost statement.

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

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

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



# ***Exhibit F - Title VI Assurances Appendix A & E***

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## **APPENDIX E**

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

### **Pertinent Non-Discrimination Authorities:**

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

## ***Exhibit G*** ***Certification Document***

---

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

## Exhibit G-1(a) Certification of Consultant

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

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

☐ Mayor

☐ Other

of the \_\_\_\_\_, and \_\_\_\_\_

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

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

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

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

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

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

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

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

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

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

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

**To Be Used Only If Insurance Requirements Are Increased**

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

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

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

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

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

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

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

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

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



# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

---

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

## **Step 5 Forward Documents to Local Programs**

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

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

# **Exhibit J**

## **Consultant Claim Procedures**

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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



## Memorandum

**Date:** 9/5/2023

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

**File No.** CM 23-422

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	(425) 556-2768
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**DEPARTMENT STAFF:**

Public Works	Chris Stenger	Deputy Director
Public Works	Aaron Moldver	Environmental Programs Manager
Public Works	Anne Dettelbach	Senior Planner

**TITLE:**

Acceptance of the 2023-2025 Stormwater Capacity Grant

**OVERVIEW STATEMENT:**

The Washington Department of Ecology has offered the City a non-competitive grant in the amount of \$130,000 to support Municipal Stormwater Permit implementation. This grant, offered every two years and provided through a legislative appropriation to Department of Ecology, requires no match by the City.

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

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Community Strategic Plan  
Environmental Sustainability Action Plan  
Utilities Strategic Plan
- **Required:** Council approval is required for grant acceptance.
- **Council Request:**  
n/a
- **Other Key Facts:**

The City has previously received grants from this funding source on multiple occasions, most recently in July 2019 and July 2021. These previous grant awards were used for the purchase of stormwater maintenance related equipment, spill cleanup materials, preparation of outreach materials and campaigns, to pay for staff training, and to pay for NPDES Permit related software subscriptions.

FY2021-23 grant monies supported the following:

- Sediment and erosion control training for five staff across two departments
- Purchase of spill kit materials, including for approximately 50 Public Works vehicles
- Annual subscription fees for Adopt-a-Drain regional stewardship program
- Implementation of NPDESPro database software -source control, illicit discharge detection and elimination, and private drainage inspection modules, only.

These grant funds are essential to support and advance NPDES municipal stormwater permit implementation.

**OUTCOMES:**

Capacity grant funding will be used to support direct municipal stormwater permit implementation. Anticipated uses include: purchase of spill cleanup/response materials and equipment; staff training; and to pay for the City's subscription to web-based services in support of Continuous Monitoring Active Control orifice controls on stormwater ponds.

**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% of grant monies are provided by Washington Department of Ecology. No match is required.

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

**Budget Offer Number:**

0000002

**Budget Priority:**

Healthy and Sustainable

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

***If yes, explain:***

\$50,000 of Stormwater Capacity Grant revenue was included in the 2023-2024 budget. Because the City will be receiving \$130,000, the additional \$80,000 will need to be added to the 2023-2024 budget through a Council approved budget adjustment.

**Funding source(s):**

100% funded via a Stormwater Capacity Grant offered by Washington Department of Ecology.

**Budget/Funding Constraints:**

Grants monies must be fully expended by March 31, 2025. Funding can only be used to directly support NPDES municipal stormwater permit implementation.

☐ **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
10/3/2023	Business Meeting	Approve

**Time Constraints:**

Grant monies must be fully expended by March 31, 2025. Timely signing of grant agreement by the City helps assure expedited grant agreement processing by Department of Ecology.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not accepting the grant would forfeit the available funds from the Department of Ecology and impair the City's ability to effectively implement our NPDES municipal stormwater permit.

**ATTACHMENTS:**

Attachment A: grant agreement template (not yet available)



## Memorandum

**Date:** 9/5/2023

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

**File No.** CM 23-450

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Public Works	Rylan Knuttgen	Capital Projects Manager
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**TITLE:**

2023 Q2 Capital Projects Update

**OVERVIEW STATEMENT:**

Provide an update on Q2 capital projects.

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

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

N/A

**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:**

N/A

**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
n/a	None proposed at this time	N/A

**Time Constraints:**

n/a

**ANTICIPATED RESULT IF NOT APPROVED:**

n/a

**ATTACHMENTS:**

n/a