

**SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION OF REDMOND
TECHNOLOGY
STATION PEDESTRIAN/BICYCLE BRIDGE**

THIS SECOND AMENDMENT (the “Second Amendment”) amends the Agreement (the “Agreement”) for Construction of Redmond Technology Station Pedestrian/Bicycle Bridge (the “Bridge”) entered into between Microsoft Corporation (“Microsoft”) and the City of Redmond (the “City”) on June 3, 2019, as previously amended by the First Amendment (“First Amendment”) entered into by Microsoft and the City on _____, 202__. Microsoft and the City are collectively referred to as “Parties” and individually as “Party” under the Agreement and this Amendment.

WHEREAS, the Agreement establishes the duties and responsibilities of Microsoft and the City with respect to the design, permitting, and construction of the Bridge and for obtaining easements and approvals necessary for the construction, operation, and maintenance of the Bridge; and

WHEREAS, Section 10 of the Agreement provided that Microsoft would reimburse the City for all costs incurred by the City for construction management, construction inspection, real property and real property legal services associated with the Bridge, up to a maximum of \$684,973.00 as shown on Exhibit B to the Agreement; and

WHEREAS, the maximum amount provided in Section 10 of the Agreement and the breakdown of costs on Exhibit B of the Agreement were based on anticipated completion of the Bridge in December 2020 and an estimated cost for structural engineering services; and

WHEREAS, the First Amendment increased the maximum amount provided in Section 10 of the Agreement to \$834,973.00, based upon the anticipated date of completion of the Bridge being extended to May 2022; and

WHEREAS, the current schedule for the Bridge shows construction completion in May 2023, with additional work extending through December 2023, resulting in additional costs for the City; and

WHEREAS, continued City services and support, including but not limited to, project management, construction management, structural engineering, construction inspection, real property and real property legal services, and coordination, will be needed until all work is completed; and

WHEREAS, Microsoft and the City desire to amend the Agreement a second time to recognize the additional costs that will be incurred and to provide for reimbursement of those costs.

NOW, THEREFORE, in consideration of the recitals, terms, covenants, and conditions contained herein, the Parties agree as follows:

Section 1. Maximum Reimbursement Increased. Subsection 10(A) of the Agreement, as amended by the First Amendment, is hereby further amended to read as follows:

A. Microsoft shall reimburse the City for all costs incurred by the City to provide project management, construction management, structural engineering, construction inspection, real property and real property legal services, and coordination associated with the Bridge. Costs to be reimbursed shall include time specific to these services expended by City staff and its consultants performing these services up to a maximum amount of \$962,973 (which includes \$50,000 in contingency) as shown on Exhibit B attached to the Second Amendment to this Agreement. The City may submit invoices to Microsoft no more frequently than once per month and Microsoft shall pay the same within 30 days of receipt.

Section 2. Exhibit B Amended. Exhibit B to the Agreement, as amended by the First Amendment, is hereby further amended to read as set forth on Exhibit B attached hereto.

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

MICROSOFT CORPORATION, a Washington
corporation

CITY OF REDMOND, a Washington
municipal corporation

(Signature)
Print or Type Name: _____
Title: _____
Date: _____

(Signature)
Print or Type Name: _____
Title: _____
Date: _____

EXHIBIT B

	EXHIBIT (Signed in 2019)	2020 (1.9%)	2021 (2.00%)	2022 Hourly Rates (5.00%)	2023 Hourly Rates (7.00%)
City Staff*					
Engineer Supervisor	153.57	156.48	159.61	167.60	179.33
Engineer Sr.	95.56	97.38	99.32	104.29	111.59
Construction Inspector Lead	84.70	86.31	88.04	92.44	98.91
Transportation Engineer	108.8	110.86	113.08	118.74	127.05
Engineering Tech Sr.	81.87	83.43	85.10	89.35	95.61
Planner Sr.	73.96	75.37	76.87	80.72	86.37
<u>Lead Maintenance Worker</u>			78.22	82.13	87.88
Consultants					
Structural Engineer (ISE)	148.50	151.50	151.50	157.81	157.81
Sr. Real Property Agent (LeBonde Land)	135.00	135.00	135.00	135.00	135.00
Attorney at Law (OMW)	350.00	350.00	350.00	350.00	375.00
Project Manager (KPG Psomas)					138.00

*City Staff Hourly Rates Include Salary, Benefits and Operating Costs.

Hourly rates will be adjusted annually to reflect salary adjustments, inflation, and any other adjustments so the rates reflect actual hourly rates.