

City of Redmond



Agenda

Business Meeting

Tuesday, June 6, 2023

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralene Anderson

David Carson

Steve Fields

Varisha Khan

Melissa Stuart

REDMOND CITY COUNCIL

AGENDA SECTION TITLE REFERENCE GUIDE

Items From The Audience provides an opportunity for citizens to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **four minutes**.

The **Consent Agenda** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

Public Hearings are held to receive public comment on important issues and/or issues requiring a public hearing by State statute. Citizens wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

Staff Reports are made to the Council by the department directors on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

The **Council Committees** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

Unfinished Business consists of business or subjects returning to the Council for additional discussion or resolution.

New Business consists of subjects which have not previously been considered by Council and which may require discussion and action.

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

Quasi-Judicial proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted four minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

Executive Sessions - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

Redmond City Council Agendas, Meeting Notices, and Minutes are available on the City's Web Site:

<http://www.redmond.gov/CouncilMeetings>

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:

Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

- A. PROCLAMATION: Pride Month

[Proclamation](#)

- B. PRESENTATION: Evergreen Health

[Presentation](#)

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council, on any topic, for a maximum of four minutes per person. Please use the speaker sign up sheet located at the entry of the City Hall Council Chambers provided 30 minutes prior to the meeting, up to the start of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting for the remote comment registration form.

Written comment may be emailed to cityclerk@redmond.gov by 2 pm on the day of the meeting (500 word limit - please label your comment as "Items from the Audience"). Comments will be distributed to the City Council and entered into the record. Comments will not be read during the meeting.

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: May 16, 2023, Regular Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for May 16, 2023](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, May 25, 2023](#)

[Council Payroll Check Approval Register, May 31, 2023](#)

[Check Approval Register, June 6, 2023](#)

3. [AM No. 23-065](#) Approval of Memorandum of Understanding (MOU) between the Redmond Police Department and

Georgetown Law Center to Provide Active Bystandership
for Law Enforcement (A.B.L.E.) Training

Department: Police

[Attachment A: MOU](#)

Legislative History

5/16/23 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

4. [AM No. 23-066](#) Approval of a 2023 - 2027 Level II School Threat Assessment Team Memorandum of Understanding with Community Partners

Department: Police

[Attachment A: MOU](#)

Legislative History

5/16/23 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

5. [AM No. 23-067](#) Approval of a Consultant Agreement, in the Amount of \$969,416 with The Miller Hull Partnership, for the Maintenance and Operations Center Master Plan

Department: Public Works

[Attachment A: Vicinity Map](#)

[Attachment B: Existing Buildings Map](#)

[Attachment C: Consultant Agreement](#)

Legislative History

5/23/23 Committee of the Whole - referred to the City Council
Parks and Environmental
Sustainability

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

1. [AM No. 23-068](#) Conduct Public Hearing and Approve Transportation Benefit District (TBD) Assumption Ordinance

a. Ordinance No. 3123: An Ordinance of the City of Redmond, Washington, Amending RMC 3.93.040;

Assuming the Rights, Powers, Functions, and Obligations of the Redmond Transportation Benefit District and Abolishing the Governing Board of the District as an Entity Separate from the Redmond City Council; Providing for Severability; and Establishing an Effective Date

Department: Finance/Public Works

[Attachment A: Ordinance Assuming Governance of TBD](#)

[Attachment B: Timeline of Council Activities](#)

B. Reports

1. Staff Reports

2. Ombudsperson Report

May: Councilmember Fields

June: Councilmember Stuart

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. [AM No. 23-069](#) Delay of Ordinance Amending; RMC Chapter/Titles: 15.08, Building Code, 15.14 Mechanical Code, 15.16 Plumbing Code, 15.18 Energy Code

Department: Planning and Community Development

[Attachment A: Ordinance](#)

Legislative History

5/23/23	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council
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- B. [AM No. 23-070](#) Adoption of an Ordinance for Amendments to the Redmond Fire Code

1. Ordinance No. 3124: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code Sections 15.06, Fire Code, in Order to Readopt the 2018 International Fire Code and Subsequent State Amendments; Declaring an Emergency and Establishing an Immediate Effective Date

OVERVIEW STATEMENT:

Department: Fire

[Attachment A: Emergency Amendment of RMC 15.06](#)

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 6/6/2023
Meeting of: City Council
Day

File No. SPC 23-040
Type: Special Orders of the

PROCLAMATION: Pride Month



Redmond
WASHINGTON

**Connected Community
Enhanced Livability
Environmental Sustainability**

PROCLAMATION

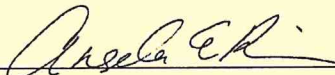
- WHEREAS, the City of Redmond is committed to the principles of equity and to uphold the dignity, humanity, and respect of all people; and
- WHEREAS, Pride month began in June of 1969 on the one-year anniversary of the Stonewall Inn Uprising in New York City, and was initiated by transgender women of color like Marsha P. Johnson and Sylvia Rivera along with the gay community and their allies who protested police violence, discriminatory laws, and practices, and
- WHEREAS, the fight for dignity, respect, equality, and inclusion for our lesbian, gay, bisexual, transgender, queer, asexual, intersex, two-spirited, plus (LGBTQIA2+) community has been hard-fought in the streets and in the courts, but the struggle continues; and
- WHEREAS, racism, ableism, misogyny, homophobia, and transphobia are interconnected and result in continued experiences of prejudice, discrimination, invisibility, marginalization, physical and social emotional attacks, and lack of protections for fundamental rights and dignity in hospitals, schools, public accommodations, and other spaces; and
- WHEREAS, Pride Month is a time to reflect on trials the LGBTQIA2+ community has endured in advancing their rights as human beings. It is also a time to celebrate the communal and individual contributions as well as to reaffirm our commitment to stand in solidarity with their ongoing struggles against discrimination and injustice; and
- WHEREAS, the City of Redmond joins the call to action inspiring us to live up to our Nation's values of equality, liberty, and justice for all and encourages everyone to stand in our efforts to end violence and discrimination against all our LGBTQIA2+ community.

NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, Washington, do hereby proclaim June 2023 as

PRIDE MONTH

in Redmond to celebrate, honor, dignify, and protect our lesbian, gay, bisexual, transgender, queer, asexual, intersex, and two-spirit members of the community and affirm the City's commitment to align our values to our practices so that everyone in the greater Redmond community can enjoy a life without prejudice, bias, or discrimination.




Angela Birney, Mayor

June 1, 2023
Date

City Hall

15670 NE 85th Street
PO Box 97010
Redmond, WA
98073-9710



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 6/6/2023
Meeting of: City Council
Day

File No. SPC 23-030
Type: Special Orders of the

PRESENTATION: Evergreen Health



An Update from EvergreenHealth

Redmond City Council

June 6, 2023

EvergreenHealth

Your Community-Owned Hospital



King Country Public Hospital District #2: EvergreenHealth

318-bed acute care hospital serving Kirkland, Redmond, Duvall, Woodinville, Sammamish, Bothell and Kenmore



4,529
Babies
Welcomed



15,000
Inpatient
Admissions



9,600
Home
Health
Patients



413,000
Outpatient
Visits



2 Emergency
Departments
7 Urgent
Care Centers



15-bed
Hospice
Care
Center



330-
physician
Multispecialty
Group



13
Primary
Care
Practices



48
Specialty
Practices

Post Acute Care – largest Home Health / Hospice Care in Puget Sound Region

- Home Care Services include Hospice, Home Health, Behavioral Health



Recognition of Our Care



CARDIAC CARE DISTINCTION



FIVE-STAR RECIPIENT

- Treatment of Heart Failure (2011-2023)
- Pacemaker Procedures (2021-2023)

CRITICAL CARE DISTINCTION



FIVE-STAR RECIPIENT

- Treatment of Sepsis (2010-2023)
- Critical Care (2015-2023)

Monroe



GASTROINTESTINAL CARE DISTINCTION



RANKED #1 IN STATE

- Gastrointestinal Medical (2023)
- Gastrointestinal Surgery (2023)

AMERICA'S 100 BEST

- Gastrointestinal Care (2014-2023)
- Gastrointestinal Surgery (2015-2023)

FIVE-STAR RECIPIENT

- Colorectal Surgeries (2014-2023)
- Treatment of Gastrointestinal Bleed (2014-2023)
- Upper Gastrointestinal Surgery (2023)
- Treatment of Bowel Obstruction (2015-2023)

EXCELLENCE AWARD

- Gastrointestinal Care (2014-2023)
- Gastrointestinal Surgery (2015-2023)

Kirkland



NEUROSCIENCES DISTINCTION



FIVE-STAR RECIPIENT

- Cranial Neurosurgery (2023)
- Treatment of Stroke (2010-2023)

EXCELLENCE AWARD

- Cranial Neurosurgery (2023)
- Neurosciences (2016-2023)
- Stroke Care (2010-2023)

ORTHOPEDICS DISTINCTION



FIVE-STAR RECIPIENT

- Spinal Fusion Surgery (2022-2023)



PULMONARY CARE DISTINCTION



AMERICA'S 100 BEST

- Pulmonary Care (2014-2023)

FIVE-STAR RECIPIENT

- Treatment of Chronic Obstructive Pulmonary Disease (2012-2023)
- Treatment of Pneumonia (2006-2023)

EXCELLENCE AWARD

- Pulmonary Care (2011-2023)

PATIENT SAFETY



Our Commitment to the Community

\$34 million total in Community Benefit programs

- Example of longstanding community programs, including:
 - Healthline, 24/7 nurse triage call line for everyone
 - Commitment to Youth Mental Health
 - Partnership with Northshore School District
 - Youth Mental Health Taskforce
 - Community Healthcare Access Team
 - Community Advisors Program
 - Community Health Education Programs
 - Support for Senior Centers on the Eastside



What's New?

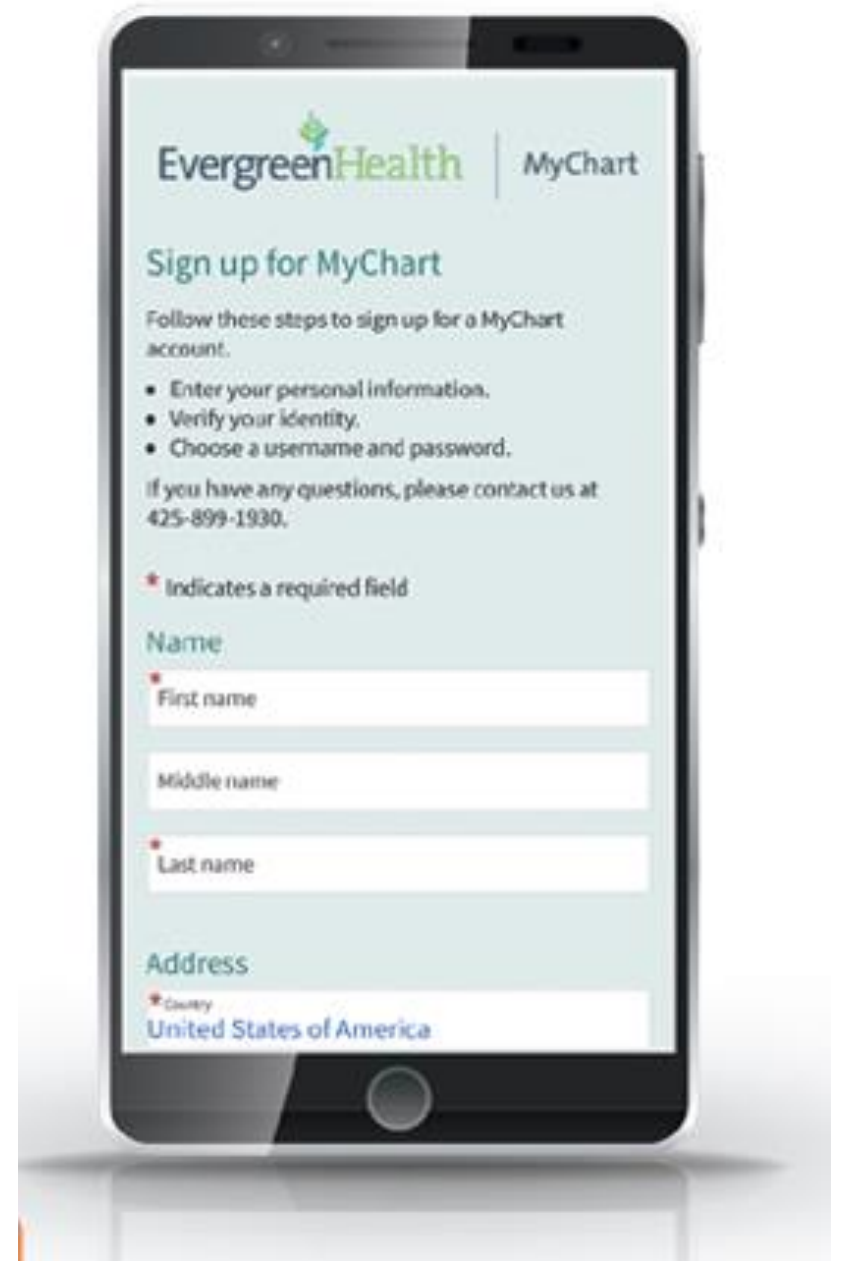
Family Maternity Center Construction Upgrades

- Renovation of Labor and Delivery Unit and OB Emergency Department
- Expansion of NICU beds
- Adding spaces: classroom, family lounge, and staff work rooms to support team-based care delivery model



New Software

- Last October, EvergreenHealth transitioned to a new electronic medical record (EMR) platform, Epic.
- Epic provides a seamless and integrated health care experience for patients and families.
- EvergreenHealth patients can now sign up for the online patient portal, MyChart.
- MyChart makes it easier than ever to communicate with your health care providers, schedule appointments and pay your bills – all from a single account, accessible from any device.



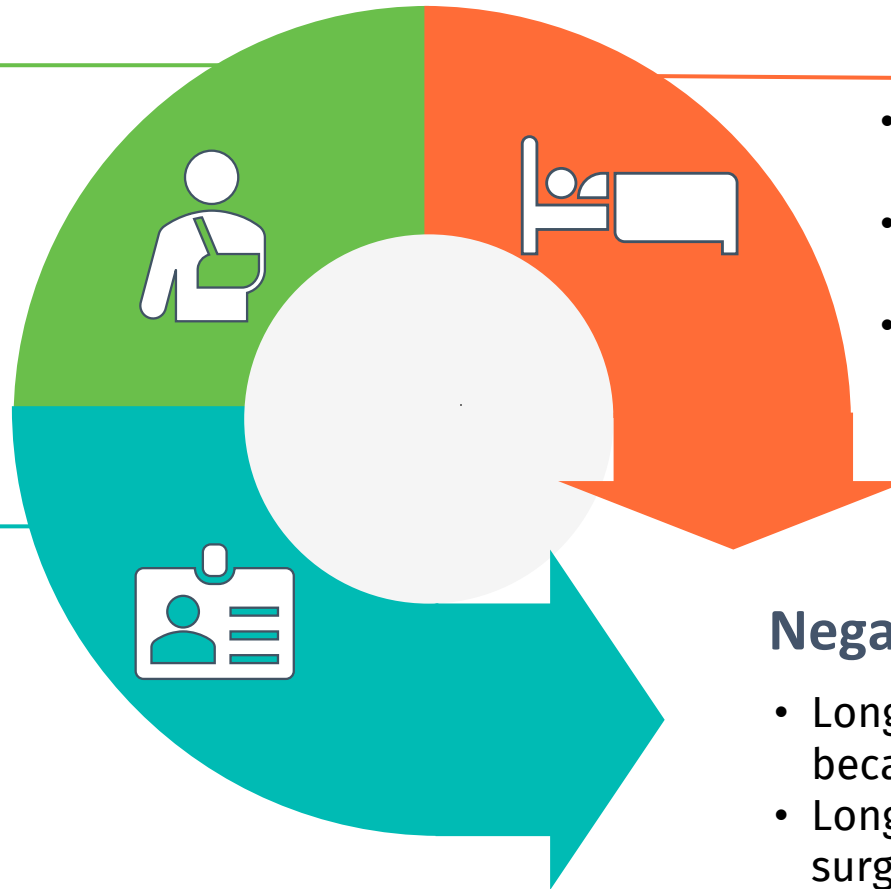
Access to Care is a Big Concern

Longer Stays

- Ageing population means sicker patients who need more care.
- Lack of post-acute care options creates a back-up in the hospital.

Staffing Constraints

- Professionals leaving healthcare faster than new people being trained.
- Labor costs are extremely high, causing an instability in hospital finances.



Limited Bed Capacity

- Puget Sound region is under bed capacity per capita.
- Population on Eastside continues to grow.
- Behavioral health patients don't have many other care options.

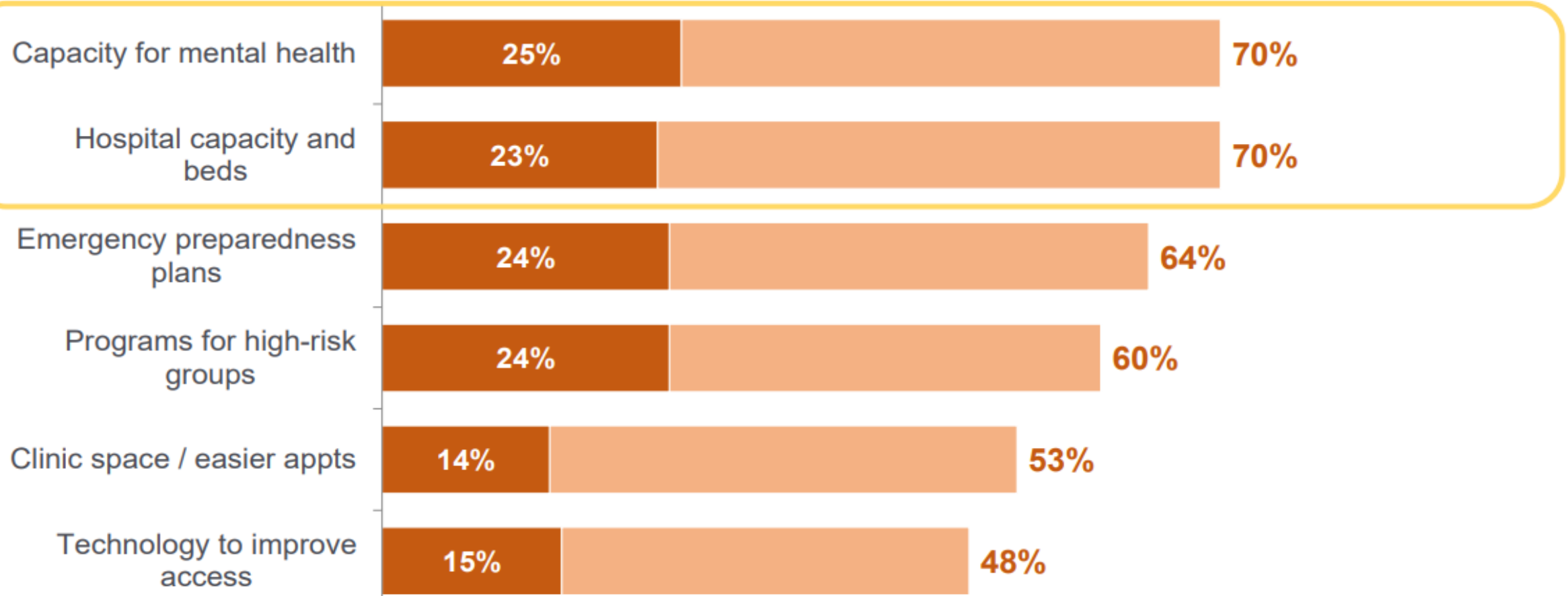
Negative Patient Impact

- Longer wait to be seen in the E.R. because of back-up in the hospital.
- Longer wait times to get apts. for surgeries.
- Potential for certain services to close.

Public Opinion Research (June 2022)

Residents are clear on funding priorities: expanding available beds and mental health care are top concerns.

EvergreenHealth priorities* Top priority | high priority



*If EvergreenHealth were to have more funding, here are some different ways that funding could be used. Please tell me how big a funding priority you think each of the following is...

EvergreenHealth Must Grow

- Inpatient and intensive care hospital bed capacity is currently inadequate in our region.
- We must also be ready for pandemics, earthquakes, mass casualty events and other emergencies.
- We need to start soon to be ready for the decade ahead.

Independent not for profit hospitals generate small margins. It's thus hard to do capital projects. But public hospital districts have a unique advantage - facility investments can be funded by taxpayers who care about having excellent accessible health care close to home.

The Board of Commissioners determined not to place a levy measure on the ballot until the hospital finances are more stable.

Questions?



We are a resource to you!

How can we best support you and our shared community?

- Speakers & Presentations
- Addressing Youth Mental Health Issues
- Sharing EvergreenHealth's service lines with your organization
- Volunteering

Rick Chatterton

Specialist, Community Engagement

E: T-RChatterton@evergreenhealthcare.org

P: 425-368-8003



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 6/6/2023
Meeting of: City Council

File No. SPC 23-038
Type: Minutes

Approval of the Minutes: May 16, 2023, Regular Meeting (recordings are available at [Redmond.gov/rctv](https://www.redmond.gov/rctv))

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:00 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Carson, Fields, Forsythe, Khan, Kritzer and Stuart

Absent: None

SPECIAL ORDERS OF THE DAY:

A. PROCLAMATION: Public Works Week

Mayor Birney read the proclamation into the record. Aaron Bert, Public Works Director, accepted the proclamation.

ITEMS FROM THE AUDIENCE

Mayor Birney opened Items from the Audience at this time. The following persons spoke:

- Fernando Medina Corey: Salary Commission.
- Jeni Craswell: Leadership Eastside.
- Karen Tennyson: Salary Commission.
- David Morton: traffic conditions, pedestrian and bicycle pathways, cost of housing, homelessness, climate change and sustainability, equity and social justice.
- Alex Zimmerman: political issues.
- Linda Seltzer: power outage concerns; concerns about audio visual item on tonight's agenda.
- David Haines: DEI, racism, and drug concerns.

CONSENT AGENDA

MOTION: Councilmember Forsythe moved to approve the Consent Agenda. The motion was seconded by Councilmember Stewart.

VOTE: The motion to approve the Consent Agenda passed without objection. (7 - 0)

1. Approval of the Minutes: May 2, 2023, Regular Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#147746 through #147753
#1573 through #1573

\$2,432.21

#187755 through #187771
#147754 through #148513
#1574 through #1578

\$4,051,225.33

CLAIMS CHECKS:

#445383 through #445617

\$6,720,785.48

3. AM No. 23-056: Adoption of a Resolution for Amendments to the Redmond Fire Fee Schedule
 - a. Resolution No. 1571: A Resolution of the City Council of the City of Redmond, Washington, Amending the Fire Department Fee Schedule, Originally Adopted by Resolution No. 1073, and Amended through Resolution Nos. 1281, 1389, 1452 and 1536, in Order to Provide Fees for Permits Associated with Adoption of the 2021 Redmond Fire Code
4. AM No. 23-057: Adoption of an Ordinance for Amendments to the Redmond Fire Code
 - a. Ordinance No. 3121: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code Sections 15.06, Fire Code, to Coordinate with the 2021 International Fire Code and Subsequent State Amendments
5. AM No. 23-058: Approval of the 2023-2024 Local Hazardous Waste Management Program Grant with King County Department

of Natural Resources and Parks (DNRP), Water and Land Resources Division (WLRD)

6. AM No. 23-059: Approval of the Inter-Agency Agreement for 2023-2024 Waste Reduction and Recycling Grant with King County
7. AM No. 23-060¹: Award Bid to Santana Trucking and Excavation Inc. of Redmond, Washington, in the Amount of \$387,227 for the 90th St. Pond Refurbishing Project
8. AM No. 23-061: Adoption of an Ordinance Amending Redmond Municipal Code (RMC) 13.16.050 (A) Low Income Disabled and Low Income Senior Citizen Credit, and Updating the Definition of "Disabled" to be Consistent with a Determination made by the Social Security Administration or the U.S. Department of Veterans Affairs
 - a. Ordinance No. 3122: An Ordinance of the City of Redmond, Washington, to Adopt Revisions to RMC 13.16.050, Supplemental Water and Sewer Rates and Charges, Section A) Low Income Disabled and Low Income Senior Citizen Credit, and Amending Ordinance 2321, to Update the Definition of "Disabled," and Establishing an Effective Date
9. AM No. 23-062: Approval of an Agreement with AVI-SPL, in the Amount of \$842,159, for Meeting Room Audio/Video Equipment Replacement
10. AM No. 23-063: Adoption of the Transportation Benefit District (TBD) Resolution of City Council Assumption of Governance
 - a. Resolution No. 1572: A Resolution of the City Council of the City of Redmond, Washington, Declaring the City Council's Intent to Conduct a Public Hearing Concerning the Assumption of the Rights, Powers, Functions, and Obligations of the Redmond Transportation Benefit District, and Setting the Date, Time, and Place for Said Public Hearing

¹ This item was removed from the Consent Agenda and addressed separately.

11. AM No. 23-064: Approval of a Contract with Berger Consulting, in the Amount of \$75,000, for the Southeast Redmond Master Plan

ITEMS REMOVED FROM THE CONSENT AGENDA:

7. AM No. 23-060: Award Bid to Santana Trucking and Excavation Inc. of Redmond, Washington, in the Amount of \$387,227 for the 90th St. Pond Refurbishing Project

Aaron Bert, Public Works Director, provided a presentation and responded to Councilmember inquiries.

MOTION: Councilmember Carson moved to approve the Item. The motion was seconded by Councilmember Forsythe.

VOTE: The motion to approve the item passed without objection. (7 - 0)

HEARINGS AND REPORTS

Public Hearing: None

Staff Report: None

Ombudsperson Report:

Councilmember Fields reported receiving resident contacts regarding: bike lane cleanup; appreciation for Council support of Chinese descent history month; high school students parking in front of mailboxes and leaving trash in neighborhood, and the Salary Commission.

Councilmember Forsythe reported receiving resident contacts regarding: bike everywhere breakfast; bike lanes and safety; Community Court; equestrian disability location; and reading lists for July through Library.

Councilmember Kritzer reported receiving resident contacts regarding OneRedmond Coffee with Leaders.

Councilmember Carson reported receiving resident contacts regarding shelter reservations at Grass Lawn Park.

Committee Reports:

Councilmember Anderson provided committee reports:

- Healthier Here Governing Board
- Public Safety and Human Services Committee

Councilmember Kritzer provided committee reports:

- Eastside Transportation Partnership

Councilmember Khan provided committee reports:

- Smart Cities and NACTO Conference

Councilmember Forsythe provided committee reports:

- Sound Cities Association
- House Bill 1747 Signing

Mayor Birney provided reports:

- America's Competitiveness Exchange Reception

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

EXECUTIVE SESSION:

- A. To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase RCW 42.30.110(1)(b) - 20 minutes

Mayor Birney announced the Council will now leave the business meeting and go into Executive Session to consider the selection of a site or the acquisition of real estate by lease or purchase RCW 42.30.110(1)(b) for 20 minutes. The executive session will end at 8:18 p.m. and the Council will reconvene in open session.

The Executive Session began at 7:58 pm and ended at 8:20 pm.

MOTION: Councilmember Forsythe moved to authorize the Parks Director, or her designee, to negotiate a purchase price and sale agreement for the Hanskin property on the terms as discussed in Executive Session. The motion was seconded by Councilmember Anderson.

VOTE: The motion passed without objection. (7 - 0)

ADJOURNMENT

There being no further business to come before the Council
the regular meeting adjourned at 8:21 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: June 6, 2023

DRAFT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 6/6/2023
Meeting of: City Council

File No. SPC 23-039
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 5/1 - 5/15/2023
Check Date: 5/25/2023

Check Total:	\$ 24,803.50
Direct Deposit Total:	\$ 2,508,584.66
Wires & Electronic Funds Transfers:	\$ 1,565,321.32
Grand Total:	<u>\$ 4,098,709.48</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **187773** through **187788** ,
Direct deposits numbered **148514** through **149280** , and
Electronic Fund transfers **1579** through **1583**
are approved for payment in the amount of **\$4,098,709.48**
on this **6 day of June 2023**.

Note:

Check # 187772 - Check Replace - Shane Correll

City of Redmond
Payroll Final Check List
Pay period: 5/1 - 5/15/2023
Check Date: 5/25/2023

Total Checks and Direct deposit:	\$ 3,635,348.53
Wire Wilmington Trust RICS (MEBT):	\$ 463,360.95
Grand Total:	<u>\$ 4,098,709.48</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

City of Redmond
Payroll Check Approval Register
Pay period: 5/01 - 5/31/2023
Check Date: 5/31/2023

Check Total:	\$	-
Direct Deposit Total:	\$	6,783.77
Wires & Electronic Funds Transfers:	\$	2,163.15
Grand Total:	\$	8,946.92

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered through ,
Direct deposits numbered **149281** through **149288** , and
Electronic Fund transfers **1584** through **1584**
are approved for payment in the amount of **\$8,946.92**
on this **6 day of June 2023**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 5/01 - 5/31/2023
Check Date: 5/31/2023

Total Checks and Direct deposit:	\$	7,790.31
Wire Wilmington Trust RICS (MEBT):	\$	1,156.61
Grand Total:	\$	8,946.92

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

I, Interim Finance Director, do hereby certify to the City Council, that the checks for the month of May 2023 are true and correct to the best of my knowledge.

DocuSigned by:

63E106A5C3D744A...

Kelley Cochran, Interim Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 445618 through 445823, and Wire Transfers are approved for payment in the amount of \$6,330,486.86. This 6th day of June 2023.



Memorandum

Date: 6/6/2023
Meeting of: City Council

File No. AM No. 23-065
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Brian Coats	Administrative Captain
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TITLE:

Approval of Memorandum of Understanding (MOU) between the Redmond Police Department and Georgetown Law Center to Provide Active Bystandership for Law Enforcement (A.B.L.E.) Training

OVERVIEW STATEMENT:

The Active Bystandership for Law Enforcement (ABLE) Project aims to create a police culture in which officers routinely intervene, accept interventions to prevent misconduct, avoid police mistakes, and promote officer health and wellness. The police department has an interest in complying with ABLE standards, which requires training and department-wide implementation of policies and practices.

Per the MOU, Georgetown Law Center staff agrees to facilitate an in-person train-the-trainer curriculum for 30 student officers from Redmond and neighboring police departments. The initial term of the MOU is 12 months with a cost of \$23,750.00, divided between the participating agencies. This training is scheduled to occur November 14-16, 2023.

The police department is seeking Council's approval to agree to the terms of the MOU.

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

[Active Bystandership for Law Enforcement \(ABLE\) Project | Center for Innovations in Community Safety | Georgetown Law <https://www.law.georgetown.edu/cics/able/>](https://www.law.georgetown.edu/cics/able/)

REQUESTED ACTION:

☐ Receive Information ☐ Provide Direction ☒ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
RPD Policies 300.2.1, 300.2.3, and 300.8: Duty to Intervene and Report
RCW 10.93.190: Peace officer's duty to intervene
- **Required:**

N/A

- **Council Request:**
Approve Georgetown Law Center MOU with Redmond PD
- **Other Key Facts:**
N/A

OUTCOMES:

The ABLE Project curriculum provides scenario-based training for police departments in forming strategies and tactics to sustain a culture of police peer intervention. The benefits of creating a meaningful culture of active bystandership includes:

Reduced unnecessary harm to civilians	Improved police/community relations
Reduced unnecessary harm to officers	Improved officer health and wellness
Reduced risk of officers losing their jobs	Improved officer job satisfaction
Reduced risk of lawsuits against the department the city, and individual officers	Improved citizen satisfaction with their police department

All Redmond officers will receive the initial 8 hours of training as well as 2 hours of annual refresher training. The training may only be facilitated by staff sent through the train-the-trainer program proposed in the MOU.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The training is scheduled to occur November 14-16, 2023
- **Outreach Methods and Results:**
Letters of support from BAPS Shri Swaminarayan and Centro Cultural Mexicano vouching for the sincerity of the police department's interest in self-improvement and commitment to the ABLE project.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

\$23,700, divided between participating agencies

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

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/16/2023	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

Training scheduled November 14-16, 2023

ANTICIPATED RESULT IF NOT APPROVED:

The police department would seek a different vendor or strategy for providing this training.

ATTACHMENTS:

Attachment A: MOU between Georgetown Law Center for Innovations in Community Safety and Redmond Police Department



**MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGETOWN LAW CENTER FOR INNOVATIONS IN COMMUNITY SAFETY
AND
REDMOND POLICE DEPARTMENT**

I. Introduction

This Memorandum of Understanding (MOU) is entered into between Georgetown University Law Center in connection with its Center for Innovations in Community Safety (CICS or Georgetown CICS) and the Redmond Police Department (RPD) (individually “Party” and collectively “Parties”). The Active Bystandership for Law Enforcement® (ABLE™) Project is a CICS project at Georgetown University Law Center.

II. Purpose of this MOU

The purpose of this MOU is to set out the agreement between Georgetown CICS and the RPD regarding the provision of ABLE Project train-the-trainer (TTT) training by ABLE Project staff and affiliates/partners to certain RPD and RPD-designated personnel. This MOU is meant to set clear expectations for the Parties by describing the scope of work to be performed, the responsibilities of each party, and related logistical and process issues.

III. Responsibilities of Parties

In order to carry out the purposes of this MOU, the Parties hereby agree as follows:

A. Responsibilities of Georgetown CICS

Pursuant to this MOU, Georgetown CICS shall:

1. Conduct one in-person, 30-person TTT event with RPD-selected students, based on Georgetown CICS’s proprietary ABLE Project training curriculum.
2. Provide ABLE program materials to RPD that can be reproduced by RPD for providing the 8-hour ABLE training course to RPD officers.
3. Provide (a) an ABLE perception survey to be delivered pre- and post- training and three months after the officer takes the training; and (b) ABLE course evaluation.



4. Provide curriculum and materials in support of a 2-hour refresher ABLE program.

B. Responsibilities of RPD

Pursuant to this MOU, the RPD shall:

1. Commit in writing to the ABLE Standards set out on the Georgetown Law ABLE Project website at <https://www.law.georgetown.edu/cics/able/program-standards/>.
2. Ensure the preparation, attendance, and participation of 30 qualified officers or employees in the ABLE TTT event.
3. Ensure only officers from agencies formally accepted into the ABLE program will be in attendance of the ABLE TTT event.
4. Ensure all RPD ABLE instructors will be knowledgeable, credible, and passionate advocates for the ABLE Project and for active bystandership generally.
5. Remove from the list of authorized ABLE instructors anyone whom the Georgetown CICS reports, based upon in-TTT-class performance and/or attitude, is unfit to serve as an ABLE instructor. However, prior to the removal of any authorized ABLE RPD instructors, Georgetown CICS shall confer with the RPD regarding such proposed removal.
6. Facilitate the completion of the ABLE pre- and post-implementation surveys (to be provided by ABLE) to RPD officers as prescribed by Georgetown CICS.
7. Use only ABLE curriculum and materials as provided or approved by the Georgetown CICS when conducting ABLE training. RPD agrees to use ABLE materials strictly in accordance with Georgetown CICS instruction, policy, standards, mission and values for educational and research purposes only.
8. Conduct ABLE training in strict fidelity to the model and curriculum taught in the train-the-trainer program, except for any modifications made by the Georgetown CICS or as approved in writing in advance by the Georgetown CICS. Only instructors certified via the ABLE Train-the-Trainer process are authorized to conduct ABLE training.



9. Not reproduce, distribute, or share ABLE materials except as authorized in writing by the Georgetown CICS.
10. Not modify, alter or amend ABLE materials except as authorized in writing by the Georgetown CICS.
11. Provide ABLE program implementation data and updates at least once per year to the Georgetown CICS, including:
 - i. Number of officers trained;
 - ii. Personal demographic and assignment information regarding officers trained (no personal identifying information is necessary);
 - iii. Number of ABLE training courses provided; and
 - iv. Implementation update on each of the ABLE Standards.
12. Cooperate with reasonable requests from the ABLE Project to evaluate the meaningful implementation of the ABLE program by sharing policies and training curriculum, and providing access to leadership and instructors for interviews.
13. Notify ABLE within 48 hours of any change to ABLE Program Coordinator and/or any other members of the ABLE implementation team.

IV. Scheduling

The parties will jointly agree, in writing, on a set of dates to hold the TTT. After this agreement, RPD may request to reschedule the TTT at any time **60** days prior to the agreed-upon start date without incurring a rescheduling fee. If RPD needs to reschedule the TTT within 60 days of the agreed-upon start date, a \$10,000 rescheduling fee will be added to the funding amount described in Section VI to compensate for the additional staff time, nonrefundable travel arrangements, and any other nonrefundable contractual obligations incurred by CICS.

V. Duration of this MOU

- A. The initial term of this MOU shall be 12 months from the date of its execution, and may thereafter be extended on a year-to-year basis by written agreement of the Parties.



- B. Notwithstanding paragraph A of this section, this MOU may be terminated in writing by the Parties pursuant to section VII of this MOU.

VI. Funding

The responsibilities of Georgetown CICS outlined in this MOU are contingent on receipt of funding from Redmond Police Department in the amount of **\$23,750.00**.

VII. Amendments and Modifications

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

VIII. Effective date; Withdrawal; Termination

- A. Effective Date. This MOU shall be effective as of the date the last Party signs this MOU.
- B. Withdrawal. Georgetown CICS or the RPD may withdraw from this MOU for cause upon providing the remaining Party thirty (30) day advance written notice of its intent to withdraw from the MOU. For withdrawal purposes, “cause” includes a finding by Georgetown CICS in its sole discretion that the RPD is not implementing the ABLE Project in an effective manner or in conformity with this MOU. However, prior to termination, Georgetown CICS shall give the RPD notice of such cause finding and a reasonable opportunity to cure.
- C. Termination. This MOU may be terminated for any reason or no reason by mutual agreement of all Parties.
- D. Should Georgetown CICS withdraw from this MOU for cause, RPD must cease teaching ABLE, cease the use of ABLE materials, and destroy or return all ABLE materials in its possession.

IX. Applicable Laws

This MOU shall be governed by the laws of the State of Washington. Exclusive jurisdiction will rest in the State or federal courts of Washington.



X. Resolution of Disputes

The parties shall attempt to resolve any/all disputes amicably and informally.

XI. Disclaimer / Miscellaneous

RPD understands and acknowledges that the ABLE Project and all ABLE materials are designed to be used as guides to the subject matter covered. RPD represents that the ABLE Project and all ABLE materials have been thoroughly reviewed by the appropriate parties at the RPD. This substantive agency review is to ensure that the material presented or suggested through the ABLE Project conforms to and is consistent with the RPD's policies, training and legal guidelines. Neither the ABLE Project, the Georgetown CICS, nor any of the ABLE Project's or Georgetown University's faculty, volunteers, employees, agents, advisory board members, affiliates or other partners, participants or contributors shall have any liability or responsibility to any person or entity, including RPD, with respect to any loss or damage caused or alleged to be caused directly or indirectly by the RPD's implementation of the ABLE Project or Georgetown CICS's performance (or lack thereof) of its responsibilities described in this MOU or otherwise in connection with this MOU.

RPD agrees to always officially refer to the ABLE program as the "Georgetown University Law Center ABLE Project" or the "Georgetown University Law Center Active Bystandership for Law Enforcement Project" (and Georgetown CICS may refer to the fact of RPD's participation in the ABLE program in its publications and otherwise). Except for the limited right of use of the ABLE materials described in this MOU, all intellectual property rights in the ABLE materials as well as in the ABLE name shall remain with Georgetown CICS. The provisions of this section X shall survive the termination of this MOU.



IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

GEORGETOWN UNIVERSITY LAW CENTER

John Kotwicki

Date

Associate Vice President for Tax

REDMOND POLICE DEPARTMENT

Darrell Lowe

Date

Chief of Police



Memorandum

Date: 6/6/2023
Meeting of: City Council

File No. AM No. 23-066
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Julie Beard	Lieutenant
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TITLE:

Approval of a 2023 - 2027 Level II School Threat Assessment Team Memorandum of Understanding with Community Partners

OVERVIEW STATEMENT:

The Redmond Police Department participates in a threat assessment program with the Puget Sound Educational Service District [PSESD] and the Lake Washington School District [LWSD] to help determine best outcomes for students involved with safety concerns. This is a continuation of an ongoing agreement between PSESD and the Redmond Police Department. Redmond Police provides Level II Threat Assessors to the multi-agency community team that help provide an immediate and systematic response to youth who pose a serious threat to commit acts of violence to others. This team includes law enforcement, social work, CPS, mental health practitioners, educators and more. This team meets the legal requirements set forth in RCW 28A.320.123, School-based threat assessment program.

☐ **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:**
RCW 28A.320.123, which defines School-based threat assessment programs, directed school districts to adopt a

policy and procedure in the 2020-2021 school year to establish such a program in alignment with the law. This MOU aligns the Redmond Police Department with the policy and procedure established by LWSD.

OUTCOMES:

Students who pose a serious threat to commit an act of violence to others on campus are first addressed with a Level I Assessment Team, made up of on-campus resources such as educators, counselors, law enforcement [SRO], and administration. When decisions need to be made for longer term placements, removals, or more significant safety threats, a Level II Assessment Team is convened. Members of these teams help determine holistic long-term solutions that keep students and communities safe, connect students with critical resources, and work toward reintroduction in school as a priority. Further information can be found here: [Student Support Services - Puget Sound Educational Service District 121 \(psed.org\)](https://www.psesd.org/programs-services/learning-teaching-and-family-support-ltfs/student-support) <<https://www.psesd.org/programs-services/learning-teaching-and-family-support-ltfs/student-support>>

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:

We do not receive financial compensation for participation in the Threat Assessment Teams.

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

Budget Offer Number:

N/A

Budget Priority:

Safety

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/16/2023	Committee of the Whole - Public Safety and Human Services	Provide Direction

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:

Several options related to approval exist:

- A. Approve as proposed.
- B. Do not approve receipt of the renewed agreement and cease participation in the Threat Assessment Program. This would limit our ability to provide investigation updates and feedback that can help reintroduce students back to campus or access resources for long term success.

ATTACHMENTS:

Attachment A: Level 2 MOU 01.28.22



Memorandum of Understanding (MOU)

Puget Sound ESD Student Threat Assessment Team Memorandum of Understanding with Community Partners

I. Background

The PSESD's Student Threat Assessment Team (PSESD STAT) is comprised of representatives from participating school districts, the PSESD, and public and non-profit agencies and departments (Members). Members that participate in STAT are volunteers who are sharing their expertise to provide advice and assist school districts in their function as protectors of the health and safety of students. Participating members and the cooperative have no formal authority and will only serve at an advisory capacity.

II. Purpose & Scope

This Memorandum of Understanding (MOU) is an expression of intent among participants to build a student threat assessment program. It is understood that each Member's first responsibility is to the best interests of their own organization, provided that in no case will the confidentiality of information that is obtained as a result of the Member's participation in the Threat Assessment Program be compromised in furtherance of a Member's best interests. It is also understood that the agency representatives acting as a team, have no authority to develop, issue or disseminate policy or procedure that is in any way binding or contractual upon any of the participating Members. STAT serves to make recommendations and/or provide key information and materials to participating school districts. However, because each Member also shares a responsibility to the other Members and to the success of the team's objectives, each Member agrees to the following responsibilities.

III. Members responsibilities under this MOU

1. To keep the Member's administrative authority fully advised of the team's activities in a manner satisfactory to the administrative authority and in a manner that accurately reflects the value that the team represents.
2. To strictly comply with matters of confidentiality in a manner consistent with the Member's own agency policies and rules dealing with confidential material and as required under HIPAA, FERPA, suspected child abuse or neglect and any other applicable state or federal law. (See HIPAA and FERPA, restrictions that follow)
3. To act as a volunteer providing advisory services to school districts as a "school official" with a legitimate educational interest in the context of the Threat Assessment Program. (See FERPA restrictions)
4. To attend and satisfactorily complete at least one-hour training course approved by the PSESD's Student Threat Assessment Service Director.
5. To continue to pursue additional training and knowledge in the area of threat assessment and management and share this information with other team members.
6. To attend scheduled meetings responsibly and be available for emergency consultation when situations might deem it necessary.

7. To immediately report to the team any situations regarding conflicts of interest between the business of the team, the member, or with the member's organization.
8. To ensure that each agency consistently provides the same personnel and the designated representatives have the ability to make recommendations.
9. To be sensitive to other participating agency issues, such as: jurisdictions, chains of command, agency business and policy, media and public perception.
10. To ensure the agency has an adequate amount of insurance at its own expense.
11. While a member of the team, to not seek or accept personal gain resulting from either the training or knowledge inherent in being a team member. This prohibition does not include the member's salary and/or employment wages received from the member's participating agency, or reimbursements for travel or other expenses the member might incur as the result of attending or presenting trainings relating to team membership. Exceptions to this restriction are permitted only with the knowledge and authorization of the entire team and the member's agency and only when such a situation would benefit the team and its participating agencies.

IV. Restrictions

HIPAA Restrictions:

Possible disclosure to avert imminent threat. All parties to this memorandum of understanding acknowledge that many of the parties are subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191. In order for the parties to perform threat assessments under this agreement, it may be necessary for some parties to make available without written authorization certain protected health information protected by the HIPAA privacy rule. "Protected health information" has the same meaning as the term in 45 CFR 164.501, but is limited to information created or received by a party on behalf of another party to this agreement. HIPAA requires protected health information to be afforded special treatment and protection. The information can be used or disclosed only in accordance with the HIPAA Privacy Rule. In accordance with the HIPAA Privacy Rule, all parties to this agreement agree to use or disclose protected health information obtained under this agreement only with the authorization of the party who disclosed the information unless otherwise authorized by the HIPAA Privacy Rule. For example, a covered entity may use or disclose protected health information if the covered entity, in good faith, believes it is necessary to prevent or lessen a serious or imminent threat to the health or safety of a person or the public. Any such disclosure must be to a person reasonably able to prevent or lessen the threat, which could include the target of the threat. The disclosure must be limited to minimum amount of information necessary to avert the threat.

FERPA Restrictions:

All parties to this memorandum of understanding acknowledge that the participating school district is governed by the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and 34 CFR 99, which governs the disclosure of personally identifiable information in protected education records. Education records mean (1) materials that contain information directly related to a student; and (2) materials that are maintained by an educational agency or institution or by a person acting for such agency or institution. FERPA requires education records, and personally identifiable information obtained from education records, be afforded special treatment and protection. Education records and



personally identifiable information can be used or disclosed only in accordance FERPA. Member agrees not to disclose information obtained as a result of the Member's participation in the Threat Assessment Program except when specifically authorized by FERPA. In accordance with FERPA, all Members agree to use or disclose information obtained as a result of the Members' participation in the Threat Assessment Program only when: (i) authorized by the school district that has primary responsibility to serve the student, (ii) the Member is fulfilling Member's functions as a school official with a legitimate educational interest, (iii) the Member has the parent and/or students written consent, or (iv) when it is reasonably necessary to protect any person from an immediate risk to the person's health or safety. When information is disclosed to protect a person's health or safety, the disclosure must be made to a person reasonably able to prevent or lessen the threat, which could include the target of the threat. The disclosure must be limited to the minimum amount of information necessary to avert the threat.

Public Records Disclosure (if applicable):

Notwithstanding any of the foregoing provisions of this section or any other provisions in this MOU regarding confidentiality, PSED acknowledges that the participating agency/organization is an agency of the State of Washington, and as such, is subject to Washington's Public Record Act, RCW 42.56 ("PRA"). If the participating agency/organization receives a public records request covering information that may be considered confidential under this MOU, the sole obligation of the participating agency/organization hereunder shall be to provide PSED with no less than two (2) weeks' notice prior to any disclosure so as to enable PSED, if it should so choose, to seek an injunction or other court order against disclosure. If PSED has not obtained and served on the participating agency/organization, as applicable, an injunction or temporary restraining order against disclosure by the disclosure date indicated in the notice to the participating agency/organization, then the participating agency/organization may disclose the requested information without further obligation under this MOU.

V. Effective Dates and Signatures

This MOU shall be effective upon the signatures of authorized officials of the participating agencies. It shall be in effect from **From Date of Signature to August 31, 2022** and shall renew automatically for five (five) one-year terms unless cancelled by either party in writing. Unless cancelled in writing by either party, this MOU shall expire on August 31, 2027.

Participating Agency/Organization Name: _____

Signature: _____

Name & Title: _____

Date Signed: _____

For Puget Sound ESD

Signature: _____

Name & Title: _____



Date Signed: _____



Memorandum

Date: 6/6/2023
Meeting of: City Council

File No. AM No. 23-067
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-553-5814
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DEPARTMENT STAFF:

Public Works	Jon Spangler	City Engineer
Public Works	Chris Stenger	Deputy Director (Maintenance and Operations)
Parks	Dave Tuckek	Parks and Recreation Deputy Director
Public Works	John Mork	Project Manager

TITLE:

Approval of a Consultant Agreement, in the Amount of \$969,416 with The Miller Hull Partnership, for the Maintenance and Operations Center Master Plan

OVERVIEW STATEMENT:

Attached for Council's review is a consultant agreement with The Miller Hull Partnership in the amount of \$969,416 for the Maintenance and Operations Center (MOC) Master Plan, Project No. 50002301.15. The Master Plan is expected to be delivered in early 2024 with construction scheduled to begin in 2027.

The current Maintenance and Operations building is well past its useful life, no longer fits the needs of a growing City and is inefficient for current staff workflow. The multi-year project will deliver a redeveloped operations site and office building with open and flexible crew, office, meeting, and emergency response spaces that will accommodate Parks Operations and most, if not all of Public Works staff. The improved site layout will provide better equipment protection, modernized shops, as well as central storage, and a combined Fleet facility. In addition, parking spaces will be provided for approximately 300 vehicles (staff and fleet).

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

Major maintenance and rehabilitation of the Maintenance and Operations Center was included as a part of the previous facilities maintenance 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:**

The Maintenance and Operations Center consists of several buildings on a 9-acre site. The original building was built in 1976, which is beyond its useful life and no longer meets the needs of Redmond's maintenance activities.

OUTCOMES:

The MOC Master Plan will focus on the redevelopment of the existing MOC property, identifying the optimum site development concept for a new facility.

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:

\$969,416

Approved in current biennial budget:

☒ **Yes**

☐ **No**

☐ **N/A**

Budget Offer Number:

0000138

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs:

☒ **Yes**

☐ **No**

☐ **N/A**

If yes, explain:

The MOC Master Plan was added to the operating budget at Council's request. The contract is over the Operations portion of the amount budget by \$469,416 due to:

- Inclusion of space planning and design concepts
- Identification of permitting requirements
- Accommodation of Parks Operations staff and potentially all of Public Works staff (including those currently in City Hall); it will also combine general and Fire fleet facilities in one location

- Identification of project delivery method (Design-Bid-Build, Design Build, or General Contractor/Construction Manager)
- Inclusion of some predesign elements such as sustainability approach, identifying sequencing challenges in workspace relocation, etc.

If approved, Finance will do a budget adjustment to move up some of the CIP project predesign funding from the next biennium to the current Master Plan to fund the predesign elements of this effort.

Funding source(s):

CIP - \$469,416

Operations - \$500,000

Operations and additional funding from budgeted CIP funds moved forward from 2025/2026

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/23/2023	Committee of the Whole - Parks and Environmental Sustainability	Approve

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:

Not approving the contract will result in delaying the project design and potentially increasing the cost to complete the project.

ATTACHMENTS:

Attachment A: Vicinity Map

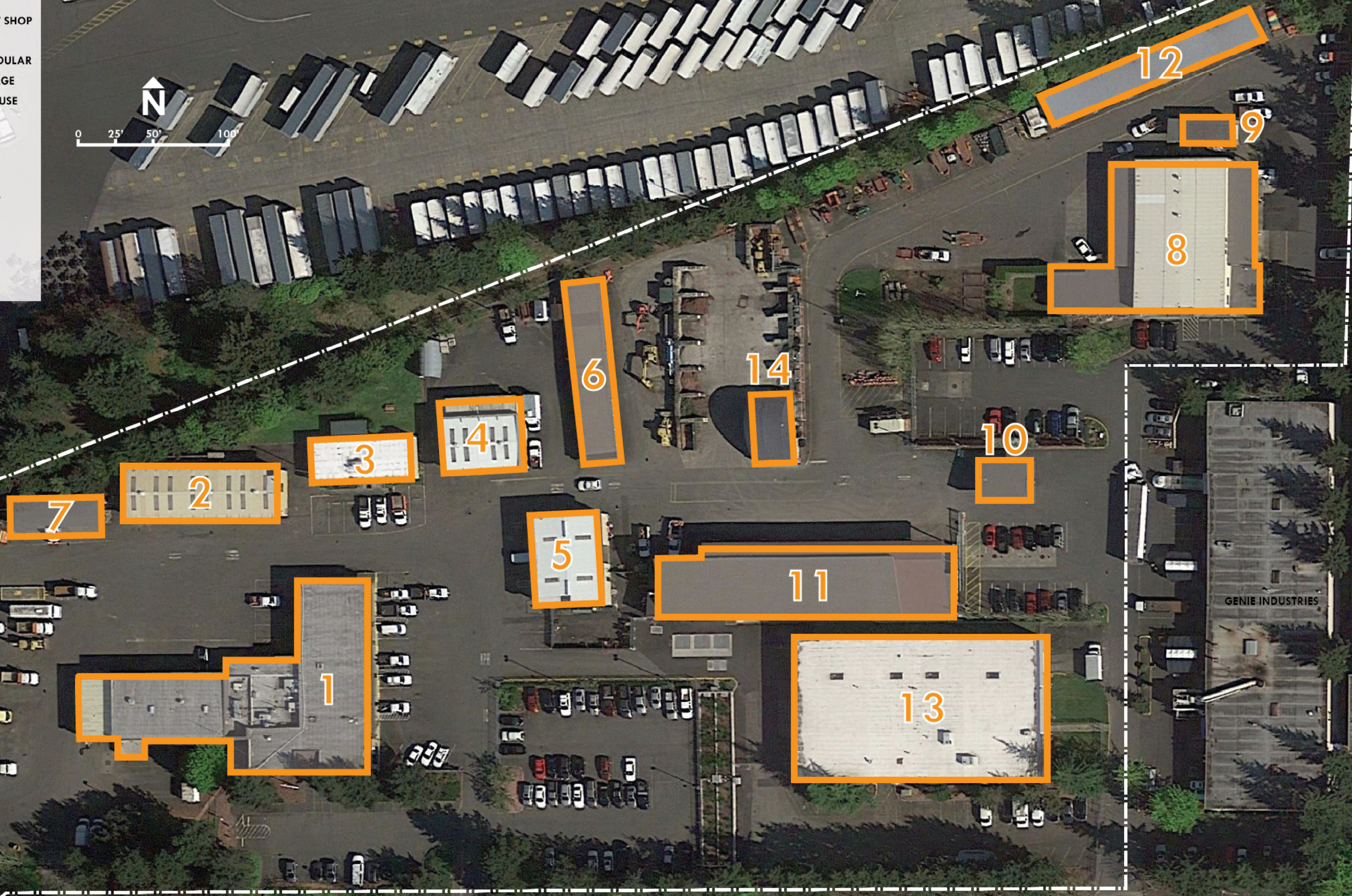
Attachment B: Existing Buildings Map

Attachment C: Consultant Agreement

LEGEND

- 1 MAIN BUILDING AND FLEET SHOP
- 2 STORAGE SHED
- 3 STREETS WORKGROUP MODULAR
- 4 WATER AND STORM STORAGE
- 5 CENTRAL STORES WAREHOUSE
- 6 PUBLIC WORKS STORAGE
- 7 EQUIPMENT SHED
- 8 PARKS MOC
- 9 PARKS STORAGE
- 10 FUEL ISLAND AND CANOPY
- 11 DECANT FACILITY
- 12 PARKS STORAGE
- 13 TRINITY BUILDING
- 14 SALT AND SAND SHED

UPS DISTRIBUTION CENTER



NE 76th STREET

NE 76th STREET

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 <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: \$969,416

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 used
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 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).

- 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

Project No.



16 May 2023

Mr. John Mork
Project Manager, City of Redmond
15670 NE 85th St
PO Box 97010
Redmond, WA 98073-9710

Re: City of Redmond Maintenance and Operations Center Master Plan

Dear John,

We are pleased to submit this proposal for the City of Redmond Maintenance and Operations Center – Master Plan. The new Maintenance & Operations Center project is a tremendous opportunity for the City of Redmond to better meet the needs of the Public Works Department and Parks & Recreation Departments, better serve the community and more effectively deliver on the functional and operational goals you have set as a public institution. This letter outlines our project understanding, approach, schedule and fee proposal for this work.

SCOPE OF WORK

Our proposed scope of work is as follows and is broken out to correspond to the major activities identified on the schedule. As discussed with you previously, the schedule is intended to provide a framework for this proposal and to indicate overall level of effort envisioned.

PHASE 1 – REFINE (Tasks 1 and 2)

Task 1 Background Research

- Project Kickoff to establish “How we work” for smooth project delivery with multi-disciplinary team.
- Review Owner provided documents including previous masterplan, survey, Geotech report, and Phase 1 ESA.
- Identify any design ideas, program matrices and/or equipment plans from existing masterplan that should be considered while developing the new master plan.
- Identify and document any known site constraints.
- **Deliverable** - *Technical Memorandum 1: Site Constraints*

Task 2 Regulatory Requirements

- Identify permit requirements that will be procured at future phases of work.
- Document estimated length of permit review/approval process based on current schedule/backlog information provided by the AHJ's.
- Preliminary meetings with authorities having jurisdiction as necessary to introduce the project, review applicable permitting and process/submittal requirements.
- **Deliverable** - *Technical Memorandum 2: Regulatory Requirements*

PHASE 2 – DEFINE (Tasks 3, 4 and 5)

Task 3 Master Plan Program

- Review overall org chart and current staffing levels for all entities that will be accommodated at the MOC.
- Identify space planning program needs for the work groups. Steps include taking an inventory of existing program elements, identifying current space & operational deficiencies, working with department heads to identify ‘day 1’ needs and identifying future growth targets based on the City’s growth projections.

The Miller Hull Partnership, LLP

www.millerhull.com

Seattle

Polson Building
71 Columbia Street, Sixth Floor
Seattle, WA 98104
Tel: 206.682.6837

San Diego

Point Loma Marina
4980 North Harbor Drive, Suite 100
San Diego, CA 92106
Tel: 619.220.0984

- Identify equipment program and areas. Steps include taking an inventory of existing equipment, identifying current space & operational deficiencies, working with department heads to identify 'day 1' needs and identifying future equipment targets based on the City's growth projections.
- Identify current and future power requirements, including EV charging stations and emergency power. Steps include taking an inventory of existing power, emergency and EV requirements, identifying power demands & deficiencies, working with department heads to identify 'day 1' needs and identifying future power requirement targets based on the City's growth projections.
- Determine which portions of the MOC should be considered for the EOC designation and identify requirements.
- **Deliverable** - *Technical Memorandum 3: Master Plan Program*

Task 4 Sustainability Approach

- Conduct an Eco Charrette to discuss sustainability options and establish overall sustainability goals for the project.
- Identify the requirements necessary to achieve the different LEED certifications.
- Identify and research sustainability opportunities such as salvaging, recycling, alternative energy, conservation measures, etc.
- **Deliverable** - *Technical Memorandum 4: Sustainability Approach*

Task 5 Project Delivery

- Research project delivery methods and provide summary of pros, cons and considerations for evaluation by the City.
- Support the City in determining which project delivery method will be selected for the MOC project. The chosen delivery method will likely impact how the cost model is developed.
- **Deliverable** - *Technical Memorandum 5: Project Delivery Methods*

PHASE 3 – DEVELOP (Tasks 6 and 7)

Task 6 Master Plan Options

- Develop three concept options that support the project vision, program, and goals.
- Document and illustrate concepts to communicate details of each approach.
- Outline relative cost considerations for conceptual options.
- **Deliverable** - *Technical Memorandum 6: Master Plan Options*

Task 7 Identify Sequencing Challenges in workspace relocation for MOC Staff

- We understand that the City of Redmond's preferred sequencing approach is to demolish all existing structures on the property to provide a cleared site for maximum construction efficiencies and design flexibility.
- Based on this, the consultant will work to support City-led efforts in identifying temporary workspace outside of the existing MOC property to temporarily relocate staff, equipment, storage, and operations during construction of the new MOC facility on the current site.
- Assist and support the City of Redmond in an assessment of logistics, schedule, temp facilities and permitting implications of locating workspace offsite for MOC staff during construction.

PHASE 4 – REFINE (Tasks 8, 9 and 10)

Task 8 Preferred Option

- Develop and refine the preferred masterplan design option.
- Illustrate selected preferred concept to stakeholders.
- Provide any updates or refinements to the Master Plan Program that occurred during Concept Options Study or the development of the Preferred Option.
- **Deliverable** - *Technical Memorandum 7: Masterplan Preferred Option*

Task 9 Sequencing Plan

- We understand that the City of Redmond's preferred sequencing approach is to demolish all existing structures on the property to provide a cleared site for maximum construction and design flexibility. Based on this, we will develop a phasing plan for the preferred masterplan option assuming a cleared and free site.
- Sequenced Construction to be described in *Technical Memorandum 7: Masterplan Preferred Option*

Task 10 Cost Model

- Provide cost model for the Preferred Option.
- Cost model to include Master Plan level appropriate contingencies, escalation and allowances based on a construction start date of early 2026.
- Cost Model to be included in *Technical Memorandum 7: Masterplan Preferred Option*

PHASE 5 - DOCUMENT (Task 11)

Task 11 Master Plan Deliverable

- Develop Master Plan Report based on the selected preferred concept.
- Master Plan Report to include summary and conclusions of work completed in all previous tasks.
- Work with project Leadership Team to present Master Plan Report to stakeholders.
- **Deliverable:** *City of Redmond MOC Master Plan Final Report*

SCHEDULE

Based on discussions with the City, we anticipate that work for this project will begin in June 2023 and extend through December 2023. A schedule for the Master Plan, currently anticipated to be approximately 24 weeks in duration, is attached. Upon notice to proceed, we will develop a more in-depth schedule in consultation with you and the City.

CONSULTANTS

The following subconsultants, required to support the master planning effort, are:

- **Miller Hull** - Architecture
- **Stantec** - Functional Planning
- **Sazan** – MEP *
- **Heffron** - Transportation *
- **Code Unlimited** - Code/Safety
- **Jacobsen** - Civil *
- **Osborn** – Landscape *
- **Lund Opsahl** – Structural *
- **JMB** - Cost Estimating *

*Indicates self-certified and/or state certified S/M/WBE business.

FEE PROPOSAL

We have structured our fee proposal as described below (see attached for detailed backup):

Master Plan – \$855,958 NTE (4,778 hours)

Dependent on the notice to proceed, this effort is anticipated to span from 6/1/21 to 12/31/23. Our backup and subconsultant fee proposals are attached to support this buildup of this amount.

Reimbursables - \$33,458

Our proposal includes a total reimbursable allowance to be billed at direct cost. Billing for reimbursables against this allowance will only occur as expenses are incurred.

Contingency - \$80,000

Contingency in this amount has been added to the fee proposal at the direction of the City.

Thank you for the opportunity to work on for this important project for the City of Redmond. We look forward to further conversations about how we can help you create an improved facility that will better advance safety, service and performance, while operating more sustainably and help you to more efficiently provide these essential services to the community you serve. Provided that this proposal is acceptable, we are prepared to move forward with a written notice to proceed and understand that the formal contract execution and authorization will follow.

Sincerely,

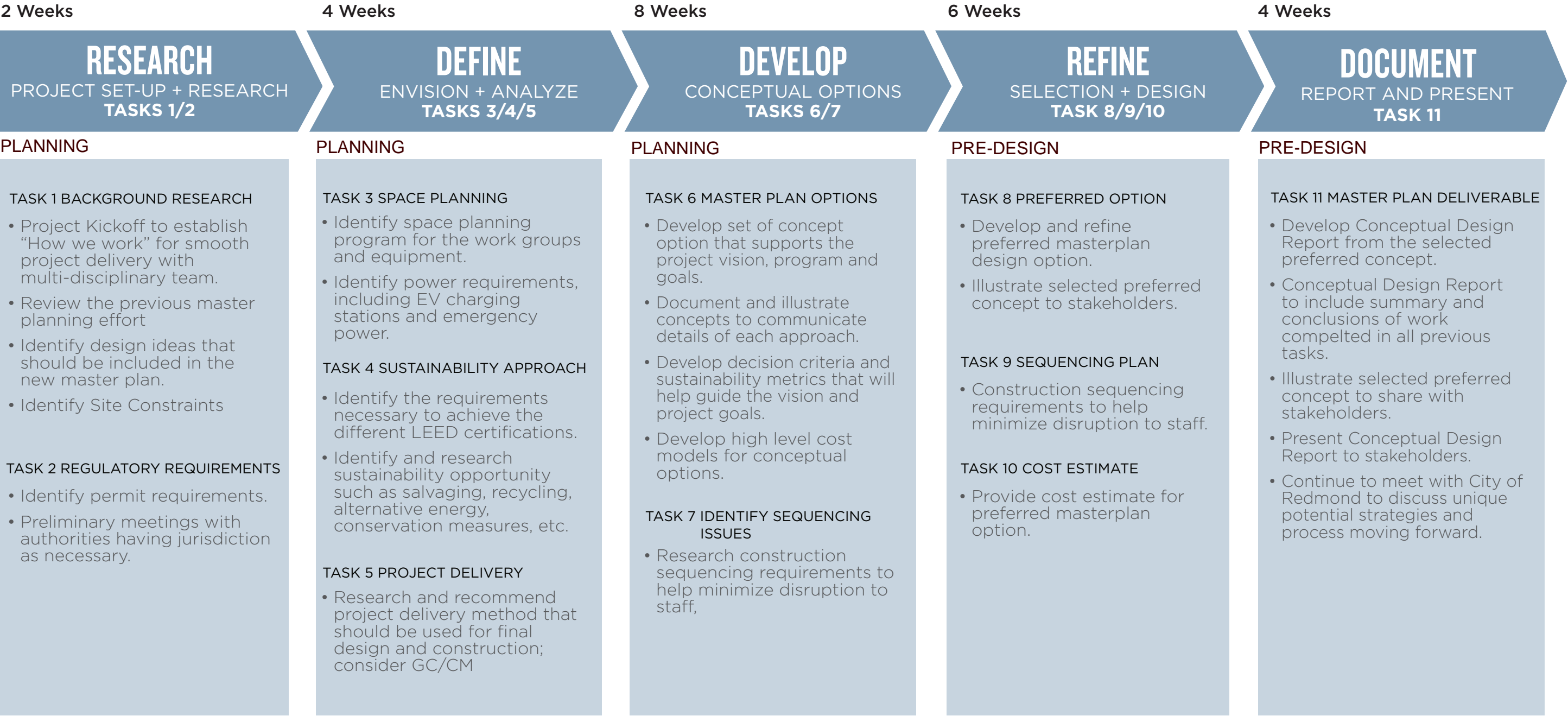
A handwritten signature in black ink, appearing to read "Claire Rennhack".

Claire Rennhack, AIA
The Miller Hull Partnership

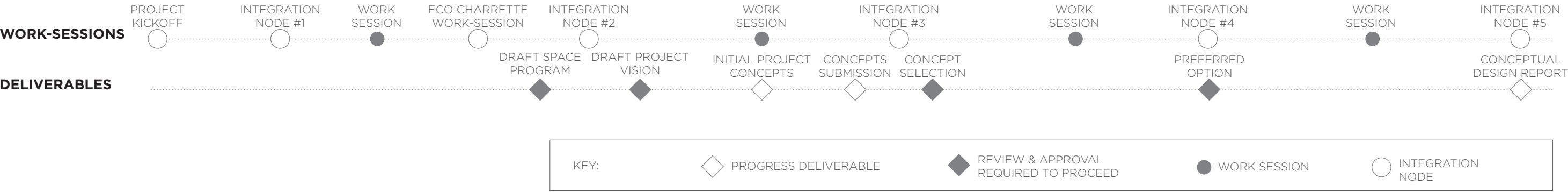
Attachments:

- Schedule Graphic
- Overall Fee Proposal
- Subconsultant Proposals

SCOPE OF WORK
KEY TASKS



SCHEDULE
MILESTONES



Redmond MOC

Masterplan Fee Proposal

May 16, 2023

		PLANNING			PREDESIGN		Labor Total	Reimbursable	TOTAL
		RESEARCH	DEFINE	DEVELOP	REFINE	DOCUMENT			
Role	Firm	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Labor Subtotal	Reimburs. (1.5% Labor)	Labor Subtotal + Reimburs.
		Task 1, 2	Tasks 3, 4, 5	Tasks 6, 7	Tasks 8, 9, 10	Task 11			
Architecture	Miller Hull	\$ 9,692	\$ 52,488	\$ 111,966	\$ 144,360	\$ 44,360	\$ 362,866	\$ 5,443	\$ 368,309
Planning	Stantec	\$ 10,450	\$ 74,626	\$ 73,954	\$ 59,136	\$ 7,278	\$ 225,444	\$ 24,000	\$ 249,444
Mechanical	Sazan *	\$ 3,727	\$ 12,090	\$ 6,980	\$ 13,160	\$ -	\$ 35,957	\$ 539	\$ 36,496
Transportation	Heffron *	\$ 3,462	\$ 5,259	\$ 9,745	\$ 12,564	\$ 782	\$ 31,812	\$ 477	\$ 32,289
Code/Safety	Code Unlimited	\$ 3,055	\$ 1,980	\$ 14,419	\$ 3,549	\$ -	\$ 23,003	\$ 345	\$ 23,348
Civil	Jacobson *	\$ 3,705	\$ 10,584	\$ 10,584	\$ 23,815	\$ 529	\$ 49,217	\$ 738	\$ 49,955
Landscape	Osborn *	\$ 3,870	\$ 7,382	\$ 12,488	\$ 23,246	\$ 1,091	\$ 48,078	\$ 721	\$ 48,799
Structural	Lund Opsahl *	\$ 3,556	\$ 9,393	\$ 12,096	\$ 23,928	\$ 508	\$ 49,481	\$ 742	\$ 50,223
Cost Estimating	JMB *	\$ -	\$ -	\$ 8,600	\$ 21,500	\$ -	\$ 30,100	\$ 452	\$ 30,552
Subtotal		\$ 41,517	\$ 173,802	\$ 260,832	\$ 325,258	\$ 54,548	\$ 855,958	\$ 33,458	\$ 889,416

*Indicates self-certified and/or state certified S/M/WBE business.

Note: Stantec Reimbursables as outlined in their fee proposal. Reimbursables higher than 1.5% of labor due to travel costs.

	Role	Firm	Individual	2023 Career Stage	2023 Negotiated Rate
Miller Hull	Partner in Charge	MH	Scott Wolf	Partner	307.00
	Project Management	MH	Claire Rennhack	Associate	181.00
	Project Architect	MH	Elana Darnell	Architect 5	153.00
	Sustainability	MH	Brie McCarthy	Architect 5	153.00
	Designer	MH	TBD	Architect 3	112.00
	Specifications/QM Lead	MH	Steve Doub	Principal	245.00
	Tech/BIM Support	MH	Chris Grammens	Associate	181.00

Miller Hull Labor																			
Research				Define				Develop				Refine				Present			
Task 1, 2				Task 3, 4, 5				Tasks 6, 7				Task 8, 9, 10				Task 11			
June - July 2023				July - August 2023				August - October 2023				October -- December 2023				December 2023			
2		# of weeks in phase (rounded)		4		# of weeks in phase (rounded)		6		# of weeks in phase (rounded)		8		# of weeks in phase (rounded)		4		# of weeks in phase (rounded)	
Average Hrs/Week	Estimated Hrs/Phase	Estimated Fee/Phase		Average Hrs/Week	Estimated Hrs/Phase	Estimated Fee/Phase		Average Hrs/Week	Estimated Hrs/Phase	Estimated Fee/Phase		Average Hrs/Week	Estimated Hrs/Phase	Estimated Fee/Phase		Average Hrs/Week	Estimated Hrs/Phase	Estimated Fee/Phase	
2	4	\$ 1,228		16	64	\$ 19,648		20	120	\$ 36,840		16	128	\$ 39,296		6	24	\$ 7,368	
20	40	\$ 7,240		20	80	\$ 14,480		20	120	\$ 21,720		20	160	\$ 28,960		20	80	\$ 14,480	
2	4	\$ 612		20	80	\$ 12,240		32	192	\$ 29,376		32	256	\$ 39,168		32	128	\$ 19,584	
2	4	\$ 612		10	40	\$ 6,120		16	96	\$ 14,688		20	160	\$ 24,480		2	8	\$ 1,224	
0	0	\$ -		0	0	\$ -		12	72	\$ 8,064		12	96	\$ 10,752		0	0	\$ -	
0	0	\$ -		0	0	\$ -		0.5	3	\$ 735		0.5	4	\$ 980		1	4	\$ 980	
0	0	\$ -		0	0	\$ -		0.5	3	\$ 543		0.5	4	\$ 724		1	4	\$ 724	
26	52	\$ 9,692		66	264	\$ 52,488		101	606	\$ 111,966		101	808	\$ 144,360		62	248	\$ 44,360	
0.7	Average FTE/Phase			1.7	Average FTE/Phase			2.5	Average FTE/Phase			2.5	Average FTE/Phase			1.6	Average FTE/Phase		



Stantec Architecture Inc.
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

May 10, 2023

Attention: Claire Shigekawa Rennhack
71 Columbia Street, 6th Floor
Seattle, WA 98104

Dear Claire Shigekawa Rennhack,

Reference: Redmond MOC – Stantec Scope of Work Letter

Stantec's team is committed to providing master plan, design, and coordination services specific to public works vehicle operations and maintenance facilities. The Stantec team focuses on providing efficient site and building layouts to achieve functional and operational clearances for staff and vehicles. Stantec's I team collaborates with the key stakeholders to understand the specific equipment throughout the facility and works closely with various equipment manufacturers for addressing the project-specific needs.

Scope of Work – Basic Services

Task 1 – Background Research

Participate in (1) virtual kick-off meeting with Owner, key stakeholders, and Design Team.

Deliverables

- Meeting notes to Miller-Hull

Travel

- None

Task 2 – Regulatory Requirements

Participate in up to (2) virtual meeting with authorities having jurisdiction, and Design Team to support architectural team for introduce the project and process/submittal requirements.

Deliverables

- Meeting notes to Miller-Hull

Travel

- None.

Reference: Redmond MOC – Stantec Scope of Work Letter

Task 3 – Master Plan Program

Develop and distribute programming questionnaires which will be completed by the Client and key stakeholders and are used to encourage initial dialog about the project. Lead programming interviews with key stakeholders to identify functional needs, goals, and objectives for the project.

Tour Owner's existing facilities to gain an understanding of current operations, conditions, and challenges.

Identify Owner's specific requirements for offices, restrooms, lunchrooms, locker areas, vehicle repair bays and associated shops, specialty shops, material storage areas, yard storage areas, vehicle storage areas, employee/visitor parking, and site and building security.

Meeting with stakeholders to discuss electric vehicle transition plan and liquid fuel strategy for master plan.

Owner to provide organization chart(s), existing facility plans, vehicle/fleet information such as vehicle type, make and model, wheelbase(s), fuel type, bulk fluid MSDS and monthly/annual throughput.

Assist Miller-Hull to provide a report that documents the programming process outlines key planning and design issues. The report will be distributed to the Owner, key stakeholders, and Design Team for review. Stantec may provide space need program, adjacency space diagrams and functional space narrative.

Deliverables

- Meeting notes to Miller-Hull
- Space Need Program
- Adjacency space Diagrams
- Functional Space Narrative

Travel

- Up to (4) days with (3) people to participate in Programming meetings with Owners and work groups.

Task 4 – Sustainability Approach

Participate in up to (2) virtual meeting with Owner, Work groups, and Design Team to discuss sustainability options and establish overall sustainability goals for the project.

Deliverables

- Meeting notes to Miller-Hull

Travel

- None.

Reference: Redmond MOC – Stantec Scope of Work Letter

Task 5 – Project Delivery

Participate in up to (2) virtual meeting with Owner, Work groups, and Design Team to discuss project delivery method for the MOC project.

Deliverables

- Meeting notes to Miller-Hull

Travel

- None.

Task 6- Master Plan Options

Participate in a design charrette working directly with the Owner and Design Team to develop up to three alternatives for site configuration and conceptual building layouts. Proposed alternatives to meet the requirements established in the previous task. During this process, alternatives will be reviewed with the Owner and key stakeholders. Based on review comments, selected alternatives will be refined and presented for review. A final review meeting will result in a preferred Master Plan

Site issues addressed will include:

- Developing circulation patterns for vehicles, materials and personnel that will provide the most efficient, cost effective, and safest maintenance operation.
- Developing ingress and egress routes, which maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.
- Establishing site area relationships including administration, operations, and maintenance facilities and employee, delivery, and visitor parking.

Deliverables

- Meeting notes to Miller-Hull
- Site plan Graphics.
- Updated Adjacency space Diagrams, if required.
- Updated Functional Space Narrative, if required.

Travel

- Up to (4) days with (3) people to participate in Master Plan workshop with Owners and work groups.

Reference: Redmond MOC – Stantec Scope of Work Letter

Task 9 – Phasing Plan

Assistant Miller-Hull design team to develop phasing plans to demolish all existing buildings on the property, identify temporary workspace during construction period, and relocate equipment, storage, and staff space to new MOC facility.

Deliverables

- Meeting notes to Miller-Hull
- Revised/Update preferred site plan.
- Phasing Plan graphic and schedule
- Temporary facility plans for the preferred master plan option.

Travel

- None

Task 10 – Cost Model

Develop an estimated equipment cost based on similar facility types and sizes. Equipment estimated Cost will be based per building square footage. Equipment budget may be used for initial cost estimate. if required, tracked throughout the project.

Deliverables

- Meeting notes to Miller-Hull.
- Initial Cost Estimate per building square footage, if required.

Travel

- None

Task 11 Master Plan Report

Assistant design team to develop Master Plan Report based on the selected preferred site concept and phasing plans. The report will be distributed to the Owner, key stakeholders, and Design Team for review.

Deliverables

- Draft Master Plan report
- City of Redmond MOC Master Plan Final Report

Reference: Redmond MOC – Stantec Scope of Work Letter

Travel

- Up to (2) days with (1) people to participate in Final Master Plan presentation to Owners and work groups.

Scope of Work – Optional Services (not included in Fee Proposal)

Existing Equipment Inventory

Participate in an existing site and facility tour with the Owner to discuss and identify industrial equipment to be relocated. Document up to 100 existing industrial equipment items to be relocated such as vehicle lifts, cranes, fluid distribution systems, vehicle exhaust equipment, etc. Existing inventory will document equipment manufacturer, model, dimensions, clearance requirements, structural requirements, and mechanical, plumbing, and electrical connections.

Assumptions

Below is a list of assumptions Stantec's team has assumed for this project. Changes to these Assumptions may affect Stantec's Scope of Work and Fee proposal.

- Project construction budget is \$70M – \$80M (USD).
- Design tasks are scheduled 6 Months (July-December 2023).
- Revit model(s), Auto-Cad, Excel, and Word files will not be submitted to or shared with Owner.

Exclusions

The following list of Exclusions is not included in the Scope of Work and Fee Proposal prepared by Stantec's team. Some Exclusions may be considered and negotiated for an additional fee.

- Existing equipment inventory
- Signing and stamping drawings and specifications to be used for bidding and construction.
- Mechanical building design and engineering (such as HVAC).
- Plumbing building design and engineering.
- Electrical and low-voltage (data, communication, security) engineering and design.
- Seismic anchoring calculations and details shall be provided by Structural Engineer or be designated as delegated design.
- Emergency/Back-up power generator selection and specification.
- Electric vehicle charging infrastructure and design.
- Life cycle cost analysis.
- Site and building renderings.
- Internal value engineering shall be performed by the Stantec team throughout the project. Participation in external, third-party value engineering workshop shall not be performed.

Design with community in mind

Reference: Redmond MOC – Stantec Scope of Work Letter

- Fuel system design and engineering (storage tanks, monitoring systems, pumps, dispensers).
- Revit model and Revit families for equipment layout drawings.
- LEED design or assistance (including ENVISION) as this effort will not be impacted by Industrial Equipment.
- Energy modelling will be performed by other project team members or a third party.
- Building systems and industrial equipment testing and commissioning.
- Central distribution for specialty industrial gas systems.
- Building code analysis.
- Locating, coordinating, selecting and specifying emergency eye wash / shower stations.

Needs from Owner

Below is a list of Stantec's team needs from the Owner. Additional documents may be requested as needed.

- Organization chart(s)
- Existing site and building drawings
- Vehicle/fleet information such as vehicle type, make and model, wheelbase(s), fuel type
- Bulk fluid MSDS and monthly/annual throughput

Reference: Redmond MOC – Stantec Scope of Work Letter

Fee Proposal

Stantec's fee proposal, including labor, shall be a **time and materials, not to exceed** fee plus expenses.

STANDARD SERVICES	Hours	Total Fees (USD)	Total Expenses (USD)
Labor			
Task 1 Background Research	28	\$ 5,225	\$ 200
Task 2 Regulatory Requirements	28	\$ 5,225	\$ 200
Task 3 Space Planning	346	\$ 62,002	\$ 8,350
Task 4 Sustainability Approach	32	\$ 6,312	\$ 200
Task 5 Project Delivery	32	\$ 6,312	\$ 200
Task 6 Master Plan Options	380	\$ 65,905	\$ 7,100
Task 7 Identify Phasing Issues	40	\$ 8,049	\$ 200
Task 8 Preferred Option	220	\$ 42,448	\$ 4,125
Task 9 Phasing Plan	70	\$ 14,304	\$ 300
Task 10 Cost Estimate	14	\$ 2,384	\$ 100
Task 11 Master Plan Deliverable	42	\$ 7,278	\$ 3,425
Total Standard Services	1,232	\$225,444	\$24,400
Total Standard Services Labor + Expenses			\$249,844

Stantec's project team includes:

- Jared Weismantel | Senior Industrial Architect | 564 hours | \$194/hr
- Yongsam Kim | Industrial Designer | 408 hours | \$111/hr
- Mark Peckover | Electrical (EV) Engineer | 132 hours | \$287/hr
- Reb Guthrie | Fuel Infrastructure | 128 hours | \$257/hr

May 10, 2023
Claire Shigekawa Rennhack
Page 8 of 8

Reference: Redmond MOC – Stantec Scope of Work Letter

Regards,

Stantec Architecture Inc.



Jared Weismantel RA, CDT
Senior Industrial Architect
Phone: 612-712-2156
Jared.Weismantel@stantec.com

If Miller Hull agrees with this proposal, Miller Hull shall authorize Stantec to perform the work by signing and returning a copy of the Professional Services Agreement.

May 15, 2023

Clair Rennhack
MILLER HULL PARTNERSHIP
71 Columbia Street, 6th Floor
Seattle, WA 98104

Project: Redmond MOC – Master Plan

Subject: Professional Services Proposal

Dear Claire:

Thank you for the opportunity to provide you with our proposal to provide MEP support for the reference project. We have made an effort to capture the scope of engineering services for this project.

PROJECT DESCRIPTION

Project Owner

City of Redmond

Project Location

18080 NE 76th St
Redmond, WA 98052

Building / Project Description

The work of this project includes Master Planning to redevelop the City's existing MOC site. While other potential locations may be considered, the working assumption is that all existing site improvements will be demolished, and a new facility will be constructed within the constraints of the 9-acre parcel.

BASE SERVICES SUMMARY

Master Planning services to include

A. Mechanical Engineering Services

1. Heating, ventilation, and air conditioning
2. Plumbing

B. Electrical Service and Distribution Systems

C. Fire Protection and Fire Alarm / Detection and Controls Systems

D. Building Technologies Systems

600 Stewart Street
Suite 1400
Seattle, WA 98101
206.267.1700

111 SW Fifth Avenue
Suite 3210
Portland, OR 97204
503.416.2400

311 E Veterans Way
Suite 102
Tempe, AZ 85281
480.201.3243

sazan.com

INFORMATION SOURCE

Our understanding of the project is based on:

- A. RFP issued by DES.
- B. Email request for proposal from MHP (Claire Rennhack). The thread started 4/18/2023, with latest email received 4/28/2023.
- C. MHP's draft scope document, dated 4/13/23.

ASSUMPTIONS

- A. Site investigative work is limited and based on readily observable conditions.
- B. We have assumed existing drawings and construction documents are available for our review as one reference for determining future MEP needs.
- C. Master Planning assumes a free and clear site, with no phased construction.
- D. Community outreach is not included in scope.
- E. MEP assessments of alternate sites for the MOC is not part of Sazan's scope, not is evaluation of temporary workspaces during construction of new MOC.
- F. Sazan will not be required to provide cost estimates for MEP systems. Our scope is limited to reviewing cost estimate provided by cost estimator and to provide technical support if requested.
- G. Energy modeling is not included. Sazan will assist MHP in setting realistic energy targets for building energy performance based on energy benchmarks for similar facilities and energy code.
- H. Water balance calculations or site potable water usage estimates are not included.
- I. Sazan's deliverable to be an MEP Narrative Concept narrative developed during the Refine phase, consisting of a written description of basic systems for the Project for incorporation into Master Plan report developed by Miller Hull Partnership.
- J. Sazan overall maximum LOE (hours per task and phase) to be as drafted by MHP, provided as part of the email received from MHP on May 10, 2023.

	RESEARCH	DEFINE	DEVELOP	REFINE	DOCUMENT	Labor Total (Hours)
Firm	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Labor Subtotal
	Task 1, 2	Tasks 3, 4, 5	Tasks 6, 7	Tasks 8, 9, 10	Task 11	
Sazan	16	50	30	58	0	154

PROJECT SCHEDULE

From: June 30, 2023 – December 31, 2023

MEETINGS

Meetings with design team, Owner representative during predesign. Sazan attendees are at Sazan's discretion based on meeting agenda.

- A. Attendance at two (2) Owner Meeting to discuss criteria and programming needs for MEP systems, including EV Charging.
- B. Attend Eco-Charrette.
- C. Attendance at kick-off / site walk.
- D. Attendance at up to six (6) meetings with design team members.
- E. Meeting with cost estimator.

SUBMITTALS

- 1. Draft Narrative for Review
- 2. Final Narrative

FEE

Compensation for the services identified in this proposal shall be on an hourly Not-to-Exceed (NTE) basis based on Săzăn's standard hourly rates.

Project Phase	Hours	Total MEP Engineering FEE
Research	16	\$3,727
Define	50	\$12,090
Develop	30	\$6,980
Refine	58	\$13,160
Document	0	\$0.00
Total Fee (NTE)	154	\$35,957

Săzăn Group's project team include:

Tom Marseille Senior Mechanical Principal	22 Hours	\$364/hr
Fareez Ismail: Senior Mechanical Engineer	23 Hours	\$211/hr
Elmo Acacio Electrical Principal	27 Hours	\$281/hr
Tyler Beam Senior Electrical Engineer	34 Hours	\$197/hr
Joel Davis Consulting Principal	9 Hours	\$274/hr
Phil Roach Designer 4 Plumbing	19 Hours	\$161/hr
Gaurav Mehta Building Perf. Leader	12 Hours	\$201/hr
Jen Giorgio Project Coordinator	8 Hours	\$107.63/hr

STANDARD REIMBURSABLE EXPENSES

Standard reimbursable expenses are in addition to fees listed above and include, but are not limited to: check plots, final plots, copies, shipping, messenger services, electronic transmittal of drawings to contractors to develop shop drawings, and mileage expenses and other travel costs for trips greater than 50 miles away from project site.

Reimbursable Expense: Billed at cost plus 10 percent processing fee.

Reimbursable Expenses will
not be marked up.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding.

This proposal is valid for 90 days from the date first written above. Săzăn Group, Inc. reserves the right to modify or update the proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered Additional Services and will be billed at our standard hourly rates at the time the work is performed. Săzăn Group may decline to perform additional work until authorization is received in writing.

Attached is our General Conditions for Professional Services. If this Proposal and the General Conditions meet with your approval, please sign below, initial the General Conditions, and return to us. By your signature, you acknowledge that you have read the General Conditions and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind Miller Hull Partnership. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Săzăn Group, Inc.



Tom Marseille, P.E., Hon AIA, LEED Fellow
Principal

Miller Hull Partnership: _____ **Date:** _____

General Conditions

These General Conditions are incorporated into and are part of the design services proposal letter from Sazän Group, Inc. ("Sazän") to Miller Hull Partnership, ("Client") dated May 1, 2023 related to the Project identified therein. These General Conditions, and the design services proposal letter, together, are referred to below as "this Agreement". Sazän and Client are sometimes referred to in this Agreement individually as "party" and jointly as "parties".

Compensation

Compensation shall be as proposed in the proposal letter.

Billing and Payment

Sazän will send invoices approximately monthly covering services performed and costs incurred during the preceding period. Payment is due within thirty days of receipt of each invoice. If Client fails to pay within forty-five days of receipt of an invoice, Sazän may, at its option: terminate this Agreement for default; and/or charge interest at the rate of twelve percent per annum on all amounts unpaid more than thirty days after receipt of the invoice; and/or suspend performance until all payments, including any accrued interest, have been brought current and the parties have agreed to appropriate changes to the schedule and/or compensation. In the event of a suspension under this provision, Sazän shall not be liable for any costs or damages incurred as a result of delays or interruptions to the progress of the Project.

Client-Furnished Information

Sazän is entitled to rely upon the completeness and accuracy of information and documents furnished by Client and Client's consultants.

Instruments of Service

Plans, specifications and other materials prepared by Sazän are instruments of service intended for use only on the Project that is the subject of this Agreement and shall remain the property of Sazän. Any use of the instruments of service on a different project or on this Project following a termination of Sazän's services when Sazän is not in default shall be at Client's sole risk and without liability on the part of Sazän or its directors, principals, employees or consultants. Sazän shall not be obligated to provide electronic versions of any of the instruments of service except upon arrangements to which the parties may mutually agree at a later date.

Plans, specifications and other materials prepared by Sazän are instruments of service intended for use only on the Project that is the subject of this Agreement. Sazän shall assign to the Owner, without reservation, all copyrights to all project related documents, models, computer drawings and other electronic expression, only as related to this Project. Sazän shall obtain a written assignment of copyrights from the design consultants in terms identical to those that obligate the architect to the owner as expressed herein, which copyrights the architect hereby assigns to the Owner. The Owner, in turn, hereby grants to Sazän a nonexclusive license to reproduce the documents for the purposes relating directly to the Sazän's performance of this Project, for Sazän's archival record, and for Sazän's reproduction of drawings and photographs in their marketing materials, provided that the contents of those materials are approved by the Owner prior to publication. No other project related documents may be reproduced for any other purpose without the express written permission of the Owner.

Any use of the instruments of service on a different project or on this Project following a termination of Sazän's services when Sazän is not in default shall be at Client's sole risk and without liability on the part of Sazän or its directors, principals, employees or consultants.

Construction Cost Projections

Client recognizes that Sazän has no control over the cost of or availability of labor, equipment or materials, over market conditions or over prospective contractors' methods of pricing. Any opinions

600 Stewart Street
Suite 1400
Seattle, WA 98101
206.267.1700

111 SW Fifth Avenue
Suite 3210
Portland, OR 97204
503.416.2400

311 E Veterans Way
Suite 102
Tempe, AZ 85281
480.201.3243

sazän.com

of probable construction costs provided by Săzăn are offered only for purposes of general guidance and are made on the basis of Săzăn's judgment as a professional familiar with the industry. Săzăn makes no warranty or representation that bids or proposals from contractors will not vary from any opinions of probable construction costs provided by Săzăn.

Construction

Săzăn shall not be responsible for any failure on the part of the contractor(s) to construct in accordance with the plans and specifications or applicable codes or standards. Săzăn shall not be responsible for construction means, methods, techniques, sequences or procedures or for jobsite safety or safety programs in connection with the construction.

Assignment

Neither party may, either during performance or after performance or termination, assign this Agreement or any rights or liabilities arising under it or related to it without the written consent of the non-assigning party, which consent may be withheld for any reason or in the non-assigning party's discretion. There are no third party beneficiaries of this Agreement.

Termination

This Agreement may be terminated by either party upon seven days' written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination. In the event of a termination for a reason other than Săzăn's default, Client shall compensate Săzăn for all services performed and reimbursable expenses incurred up to the point of termination within fifteen days of the effective date of the termination.

Dispute Resolution

Any dispute that arises under or related to this Agreement, or the breach or alleged breach of this Agreement, that cannot be resolved by direct discussions between the parties shall be submitted to non-binding mediation. Unless the parties subsequently agree otherwise, the mediation shall be conducted in Seattle by the American Arbitration Association acting under its Construction Industry Arbitration Rules. Neither party may commence arbitration on any claim that has not first been considered in mediation. Any dispute that has not been resolved after being considered in mediation shall be resolved by binding arbitration. Unless the parties subsequently agree otherwise in writing, the arbitration shall be conducted in Seattle by the American Arbitration Association acting under its Construction Industry Arbitration Rules, provide, however, that there shall be a single arbitrator regardless of the amount in dispute. The arbitrator's decision shall be final and binding. No arbitration between the parties shall be consolidated with any other proceeding involving any third parties or entities, and no other person or entity shall be made a party to any such arbitration without the consent of both parties to this Agreement. The foregoing mandatory procedures shall not preclude Săzăn from recording a lien and/or commencing an action in Superior Court to foreclose a lien in advance of mediation and/or arbitration to comply with statutory time limitations.

Waiver of Subrogation

The Client waives all claims for damages against Săzăn to the extent such damages are covered by insurance carried by or for the benefit of Client. Săzăn waives all claims for damages against Client to the extent such damages are covered by insurance carried by or for the benefit of Săzăn. The foregoing waivers shall not apply to the extent, if any, that they impair coverage under the subject insurance policy or policies.

Consequential Damages / Claims Against Individuals

The parties waive all claims for consequential damages against each other. Each party waives all claims for damages against the other party's members, shareholders, officers, directors and employees; provided, however, that this waiver shall not apply to protect any individual's intentionally wrongful act.

Time Limit

Any claim or cause of action between the parties arising under or related to this Agreement, or the breach or alleged breach of this Agreement, shall be forever barred if litigation concerning the claim or cause of action is not commenced within three years of Săzăn's last performance of services under this Agreement.

Risk Allocation

The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that Client may recover against Săzăn (together with its principals and employees) to the amount of proceeds available under the liability insurance policy that covers the claim at the time the claim is finally resolved. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, indemnity, contribution, breach of contract, breach of expressed or implied warranty and strict liability. If the Project is residential condominiums, the amount that may be recovered against Săzăn (together with its principals and employees) shall be limited to the lesser of (1) the amount of proceeds available under the liability policy that covers the claim at the time the claim is finally resolved, or (2) the amount of compensation paid to Săzăn for its services pursuant to this Agreement.

Limit of Liability

As of the date of this contract, Săzăn Group carries limited professional liability insurance inclusive of attorney fees and expenses. Additional professional liability insurance beyond the basic coverage can be provided to the Client if the Client wishes and agrees to compensate Săzăn Group for the amount of additional premiums. If such additional coverage is requested, the Client shall notify Săzăn Group in writing concurrent with the signing of this agreement.

If such additional coverage is not requested by the Client and appropriate increased compensation is not made to Săzăn Group, the Client agrees to indemnify and hold harmless Săzăn Group and limit their liability to the Client, his/her heirs and /or assigns, and to all construction contractors and subcontractors on the project, for any costs, expenses or liabilities arising from any disputes, claims or third party claims, due to any acts, errors, or omissions, such that the aggregate liability shall not exceed the basic coverage.

Entire Agreement

This Agreement states all terms of the agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous representations, negotiations, commitments and agreements respecting its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both parties.

Additional Services

When requested by the Client, Săzăn Group will provide Additional Services which are those services not included in the scope described under Basic Services. Compensation for Additional Services shall be at the hourly rates described in the agreement unless agreed otherwise.

Ownership of Documents

Project records, design concepts, drawings and specifications, including electronic CADD data, are instruments of the Săzăn Group's service and shall remain the property of the Săzăn Group, whether the project for which they are made is completed or not. They are not to be used, sold or transferred by the Client on this or other projects or extensions thereof except by written agreement between Client and Săzăn Group, and with appropriate compensation to the Săzăn Group. The Client may, however, retain copies of these documents for the purpose of records and reference only.

Litigation and/or Collection

In the event either party to the Agreement is required to refer this matter to an attorney and/or initiate or defend litigation against the other party arising out of or relating to this Agreement, or the services to

be performed hereunder, then the prevailing party in such litigation shall, in addition to other remedies, be entitled to reasonable attorneys' fees, including recovery costs and attorneys' fees on any appeal.

Hazardous Materials and Pollution

Săzăn Group is not suited to provide and has not been retained to provide any services related to hazardous materials or pollution. Săzăn Group assumes no knowledge or liability in connection with the presence, handling, or removal of asbestos, pollutants, mold, mildew or other hazardous materials or waste. The Client shall retain an expert consultant to deal with those conditions and exposures should they arise. Recognizing this limit on the Săzăn Group's services, the Client agrees to indemnify and hold harmless Săzăn Group against any costs, expenses, or liabilities arising from any disputes, claims, or third party claims purportedly, or in fact, caused by exposure to asbestos or other discharge, dispersal, release or escape of pollutants or other hazardous materials or waste relating to this project.

MEMORANDUM

Date: May 17, 2023

To: Claire Rennhack, Miller Hull Partnership LLP

From: Marni C. Heffron, Heffron Transportation

RE: **Redmond Maintenance and Operations Center (MOC)**
Scope of Work and Budget for Transportation Support

Heffron Transportation, Inc. (HTI) will provide transportation analysis and support for the Redmond MOC project. This effort is proposed to include the following tasks, which are associated with the overall project scope of work:

Task 1 – Background Research – HTI will review the site layouts and near-site transportation system, and work with City of Redmond staff to determine and collect traffic volume data for near-site roadways. HTI will not commission any new counts for this effort, but could compile new data if collected by the City.

Task 2 – Regulatory Requirements – HTI will review and provide input related to code requirements for on-site parking as well as SEPA-requirements for transportation analysis.

Task 3 – Master Plan Program – HTI will perform an on-site survey of vehicle parking needs at the existing facility, documenting existing parking supply as well as the types of vehicles parked (e.g., passenger vehicles, light-duty trucks, specialty equipment). HTI will work with the team and City to determine how fleet sizes may increase in the future, and estimate the future parking needs for employees, fleet vehicles, and equipment.

Task 4 – Sustainability Approach – HTI will provide input about sustainable transportation measures.

Task 5 – Project Delivery – No HTI work for this task.

Task 6 – Master Plan Options - HTI will work with the team to evaluate options, and determine optimal site access and on-site circulation for each Master Plan Option..

Task 7 – Phasing Challenges – HTI will review potential off-site locations where the MOC would be temporarily housing during construction on the existing site. This will be limited to information about on-site parking, staging needs, and site access.

Task 8 – Preferred Option – HTI will help refine the preferred option, including site access and circulation.

Task 9 – Cost Model – HTI will provide input related to the phasing plan.

Task 10 – Project Delivery – No HTI work for this task.

Task 11 – Master Plan Deliverable – HTI will provide summary text related to the MOC's access, parking, staging, and on-site circulation.

Redmond MOC - LOE for Heffron Transportation

Budget Estimate

5/10/2023

Note: Increased hours to reflect additional site functions and vehicle staging/storage needs

Task	Key Staff			Cost	Direct Expenses *	Cost
	Principal	Sr. Transp. Engineer	Planner			
1. Background Research	2	6		\$1,731		
2. Regulatory Requirements	2	6		\$1,731		
3. Master Plan Program	4	16	8	\$4,868		
4. Sustainability Approach		2		\$391		
5. Project Delivery				\$0		
6. Master Plan Options	8	20	24	\$8,014	\$82	
7. Phasing Challenges	2	6		\$1,731		
8. Preferred Option	8	38		\$9,660		
9. Phasing Plan	2	12	0	\$2,904		
10. Cost Model				\$0		
11. Master Plan Deliverable		4		\$782		
Total Hours	28	110	32			
Billing Rates	\$279.18	\$195.44	\$78.01			
Total - All Tasks	\$7,817	\$21,498	\$2,496	\$31,812	\$82	\$31,893

* Direct expenses include mileage associated with a site visit.

May 15, 2023

Proposal ID: Miller Hull / P27-006A / City of Redmond Maintenance and Operation Center

Scott Wolf, Partner
The Miller Hull Partnership, LLP
71 Columbia Street - 6th Floor.
Seattle, WA 98104

Re: Master Planning Maintenance and Operation Center Fee Proposal

Dear Scott Wolf,

We appreciate this opportunity to provide code consulting services to Miller Hull. The scope of services covered under this proposal includes those requested by you via email on April 18, 2023.

P R O J E C T O V E R V I E W

The maintenance and operations center is a redevelopment project in Redmond, WA. It will be under the jurisdictional review of the City of Redmond.

This project will redevelop the City's existing MOC site. All existing site improvements will be demolished, and a new facility will be constructed within the constraints of the 9-acre parcel. The new MOC will be a facility that is practical, functional, efficient, safe, and adaptable. The existing site consists of 14 structures that are spread throughout the parcel, and which provide workspace and storage for the following maintenance groups: Parks, Facilities, Signals, Streets, Water, Wastewater, Stormwater, and Fleet. Approximately 110 City staff members and over 200 City and personal vehicles occupy the site daily. In addition, heavy equipment (trailers, plows, backhoes, mowers, etc.) is parked on site. The redevelopment of this site will require careful planning that addresses the needs of the staff and is designed in a way that construction can be completed efficiently.

Code Unlimited has been asked to provide support to Miller Hull for code compliance requirements for the site and building program areas for maintenance and operations center.

This project will be Sections as follows:

160-170

Section I – Research,

Section II – Define,

Section III – Develop,

Section IV – Refine,

Appendix of the personnel labor rates for each task is attached.

A P P L I C A B L E C O D E S

The review will be based on the following codes and standards:

- These will be determined based on proposed future permit submittal date.

S C O P E A N D D E L I V E R A B L E S

The scope of services includes the following:

Section I: Research

- a. Provide up to two (2) hours of addressing questions from the design team, including time for research and discussion on potential strategies for alternate compliance paths related to master planning Questions may be addressed in written format for clarity.

Section II: Define

- b. Attend one (1) meeting with the stakeholders as needed.

Section III: Develop

- a. Provide one (1) review of master planning drawings and provide mark-ups on the drawings in PDF format indicating code clarifications and areas of deficiency, concern, or need for verification.
- b. Attend one (1) meeting with the design team to review drawing mark-ups and identify key issues related to the master planning.
- c. Provide one (1) review of hazardous materials quantities and locations and provide mark-ups on the drawings in PDF format indicating code clarifications and areas of deficiency, concern, or need for verification.
- d. Attend one (1) meeting with the design team to review drawing mark-ups and identify key issues related to Hazmat.
- e. Provide one (1) Accessibility review of drawings and provide mark-ups on the drawings in PDF format indicating code clarifications and areas of deficiencies, concern, or need for verification.
- f. Attend one (1) meeting with the stakeholders as needed to review drawing mark-ups.

Section IV: Refine

- g. Provide up to five (5) hours of addressing questions from the design team, including time for research and discussion on potential strategies for topics related to the Security consulting. Questions may be addressed in written format for clarity.
- h. Provide up to two (2) hours of addressing questions from the design team, including time for research and discussion on potential strategies for alternate compliance paths related to the accessibility. Questions may be addressed in written format for clarity.
- i. Provide up to two (2) hours of addressing questions from the design team, including time for research and discussion on potential strategies for alternate compliance paths

regarding hazardous material evaluation (Regulatory requirements). Questions may be addressed in written format for clarity.

The scope of services is based on the following client responsibilities being met:

1. Client is responsible for providing architectural and engineering design services, including up to date project schedule, meeting notes, deliverables, and all pertinent project information. If this information is not provided, additional effort and fee may be incurred.
2. Existing buildings are legally permitted structures without any non-compliant conditions (except for those identified prior to us preparing this proposal). Effort required to evaluate and address such conditions shall be additional and compensated at T&M rates included in this proposal.
3. There are no deficiencies in the buildings that will require existing systems to be upgraded (except for those identified prior to us preparing this proposal). Effort required to evaluate and address such conditions shall be additional and compensated at T&M rates included in this proposal.
4. Fire & Life Safety review will include accessible means of egress per Chapter 10 and scoping of accessible areas per Sections 1101 through 1105. Accessibility review is not included and can be provided as an additional service upon request.

A S S U M P T I O N S A N D E X C L U S I O N S

- A. Alternate Means and Methods Requests if required, are not included and can be provided as an additional service. This additional service includes strategizing alternate compliance paths AND prescriptive code interpretations, whether formally submitted or not.
- B. Permit and meeting fees with the Authority Having Jurisdiction are not included. If required, they will be billed as an additional reimbursable expense.
- C. Travel is not included in this proposal. Employee travel time will be billed on an hourly rate plus applicable reimbursable expenses. Reimbursable expenses for travel including mileage, food, lodging, airfare, and car rental will be billed at actual cost.
- D. Changes to scheduled site visits will incur travel related expenses in addition to the approved contract amount.
- E. Any other reimbursable expenses, such as large format scanning and postage, will be billed at cost as an additional reimbursable expense.
- F. If the project scope deviates from what is included in this proposal, additional scope may be authorized by written documentation of consent on a time and materials (T&M) basis or a new proposal may be requested for approval.
- G. Additional work for review of out of sequence work, or prolonged interruption of work, is not included and can be provided as an additional service.
- H. Credit card transactions are accepted with a 3.75% processing fee.
- I. Wire transfer fees will be billed at cost as an additional reimbursable expense.

P R E L I M I N A R Y L A B O R H O U R S E S T I M A T E

We will provide these services for **108 consultant labor hours**. We will provide these services for a Fixed Fee cost of **\$23,003.00**; fees do not include reimbursable expenses and are only valid for 180 days from the issuance of the proposal.

Code Consulting Services	Hours	Fees
Section I: Research	14	\$3,055.00
Section II: Define	8	\$1,980.00
Section III: Develop	70	\$14,419.00
Section IV: Refine	16	\$3,549.00
TOTAL	\$ 108.00	\$23,003.00

Thank you for the opportunity to submit a proposal for this project. We look forward to your acceptance. Please send us a purchase order or sign below to authorize us to proceed. Should you have any questions or concerns, please do not hesitate to contact the Project Manager, Asawari Thuse, at asawari.thuse@jensenhughes.com or 206.388.4501.

Warm regards,



Samir Mokashi

Principal / Code Analyst

samir.mokashi@jensenhughes.com

Signature

Date

CONSULTING AGREEMENT

COMPENSATION

Invoices are due and payable net thirty (30) days, and interest shall accrue at the rate of one and one-half percent (1.50%) per month from the date due. Failure to pay any invoice within the time required shall constitute a material breach of this Agreement. Client will not provide any benefits to Consultant. Credit card transactions are accepted with a 3.75% processing fee.

RELATIONSHIP

Independent Contractor. Consultant will be an independent contractor of Client.

Licenses. Consultant represents to Client that Consultant is not a licensed architect/engineer and is not providing architectural/engineering services as defined by any local, state, or federal agency. Client will be solely responsible for hiring a licensed architect/engineer for such services where necessary.

LIMITED WARRANTY

Warranty. Consultant warrants to Client that the Services will be performed by qualified personnel in a professional manner.

Disclaimer of Warranties. Except for the express warranties in this Agreement, Consultant expressly disclaims all warranties with respect to the Services, express and implied, including but not limited to any warranties that may have arisen or may arise from course of performance, course of dealing, or usage of trade.

LIMITATION OF LIABILITY

Consultant's aggregate monetary liability to Client for any reason and for any and all causes of action, whether in contract, tort, or otherwise, will not exceed the amount that Client has paid to Consultant for the Services during the 12-month period before the cause of action accrued. Consultant will not be liable to Client under any cause of action, whether in contract, tort, or otherwise, for any indirect, special, incidental, consequential, or punitive damages, even if Consultant has been advised of the possibility of such damages. Consultant's price for the Services and Consultant's obligations under this Agreement are consideration for limiting Consultant's liability to Client.

TERMINATION

This Agreement will terminate upon the earliest to occur of the following:

- (a) upon the written agreement of the parties; or
- (b) upon thirty (30) days' written notice by either party; or
- (c) upon notice by Consultant to Client, if Client materially breaches this Agreement and fails to cure the breach within five (5) days after Consultant notifies Client of the breach in writing.

GENERAL

No Assignment. Neither party may assign any right or obligation under this Agreement to any person without the prior written consent of the other party, which the other party may withhold in its sole discretion.

Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

Mediation and Arbitration. Owner and Consultant agree to submit all disputes and claims that arise out of or that relate to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement to a non-binding mediation jointly selected by Owner and Consultant prior to initiating demand for Arbitration. In the event of any such dispute or claim, the parties agree to mediate the dispute or claim with 30 days of written notice to Owner or Consultant of such claim or dispute. The parties shall mutually agree upon the mediator, and the parties shall bear one-half of the cost of the mediation and shall bear the cost of their own attorney fees. In the event the parties cannot mutually agree upon a mediator, then the parties agree to request the Arbitration Service of Portland, Inc. ("ASP") to assign such mediator.

All disputes and claims not resolved by mediation shall be submitted for arbitration with ASP, and shall be resolved by a single arbitrator assigned by ASP. Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction. The parties shall bear one-half of the cost of the arbitration. The prevailing party shall be entitled to an award of reasonable attorney fees and costs, including the cost of the arbitration.



PROPOSAL FOR LIMITED SERVICES

Civil Site Development Engineering

TO The Miller Hull Partnership
Claire Shigekawa Rennhack

PROJECT Redmond MOC Master Plan

DATE May 15, 2023

Our knowledge of the project is as follows, and this proposal reflects the scope of services and compensation.

PROJECT OVERVIEW

This project will provide a master plan for redevelopment of the City's existing Public Works Maintenance and Operations Center (MOC). All existing site improvements will be demolished, and a new facility will be constructed within the constraints of the 9-acre parcel. The goal of the new MOC will be a facility that is practical, functional, efficient, safe, and adaptable. The existing site consists of 14 structures that are spread throughout the parcel which provide workspace and storage for the following maintenance groups: Parks, Facilities, Signals, Streets, Water, Wastewater, Stormwater, and Fleet. Approximately 110 City staff members and over 200 City and personal vehicles occupy the site daily. In addition, heavy equipment (trailers, plows, backhoes, mowers, etc.) are parked on site.

160-170

The redevelopment of this site will require careful planning that addresses the needs of the staff and is designed in a way that construction can be completed efficiently. This project will develop a Master Plan that identifies the best use of the property, including building utilization and capacities, need for additional buildings, potential energy efficiencies, etc. The Master Plan is intended to produce a site development concept that will meet the needs of the City for an extended period of time (~50 years). The team will consider and develop a strategy to provide appropriate employee work areas as well as covered and uncovered vehicle and equipment storage. The plan will also consider site development and how it affects customer service, including customer site access and safety, infrastructure, vehicular flow and parking, and site security. The plan shall include sustainability elements such as salvaging, recycling, alternative energy, conservation measures, etc.

Scope of Services

The entire master planning process will be approximately 6-months in duration and include phases consisting of research, project definition, master plan development, master plan refinement, and final documentation. Project scopes in each phase of the master planning process are listed below:

- Site Research:
 - Parcel research
 - Anticipated regulatory requirement research



- **Project Definition:**
 - Site/Space Planning
 - Sustainability
- **Master Plan Development**
 - Master plan options development
 - Identify phasing Issues
- **Master Plan Refinement**
 - Preferred option development
 - Phasing plans
 - Cost estimating
- **Documentation**
 - Preparation of master plan final documentation

Proposed Fee

We will bill at our hourly rates up to a maximum of \$49,217. We've provided the fee breakdown and hourly rates in a separate consultant fee compensation spreadsheet that includes a total of 372 hours for this project across Phase 1 (research) through Phase 5 (documentation):

Phase	Research	Define	Develop	Refine	Document	Total Hours	Total Max Fee
Phase Duration	2-Weeks	4-Weeks	8-Weeks	6-Weeks	4-Weeks		
Anticipated Max Hourly Distribution:							
Principal (\$166.50/Hour)	14	40	40	90	2	186	
Senior Project Manager (\$98.11/Hour)	14	40	40	90	2	186	
Anticipated Maximum Fee Per Phase	\$3,705	\$10,584	\$10,584	\$23,815	\$529		\$49,217

If we approach exceeding this fee provided, we will provide an additional service request documentation. If the scope of the project changes or the duration of the project increases beyond what is described above, additional fees may be required.



TERMS AND CONDITIONS

We look forward to the opportunity of providing our services to work with the City of Redmond and The Miller Hull Partnership, to support their efforts in creating a practical, functional, efficient, safe, and adaptable MOC. The design scope and project description are described above, and the attached Schedule of Terms completes this agreement. If you have questions, feel free to contact me at your convenience by email at alan@jacobsonengineers.com or by phone at [206.399.6233](tel:206.399.6233). Please sign this proposal and return a copy so that we can begin our efforts. If directed to begin our efforts before a signed copy is received, the terms of this agreement are understood to be enforce.

A handwritten signature in black ink, appearing to read 'A. Alan Jacobson', written over a horizontal orange line.

JACOBSON CONSULTING ENGINEERS

Alan Jacobson, PE, Principal

for The Miller Hull Partnership Date

Schedule of Terms

All proposals by Jacobson Consulting Engineers, LLC (“Jacobson Consulting Engineers”) are subject to the following terms unless expressly noted otherwise in the accompanying proposal. Any alteration or deviation from the scope of services set out in the proposal will only be performed upon a written order for the same, signed by both parties. Authorization for Jacobson Consulting Engineers to proceed constitutes agreement to these terms and conditions.

1. **Modified Hourly Charges for Personnel Based on Consultant Fee Computation Worksheet during Master Plan Phase Only**

Personnel will be charged at the following rates when hourly billing is applicable:

\$166	Principal	\$78	CAD Manager
98	Senior Project Manager	35	Technician IV
93	Project Engineer I	48	Administration
56	Project Engineer II		
52	Engineer II		
40	Intern		

These rates are subject to annual increases, which typically take place in January of each year. Excluded from these rates is work outside the scope of the accompanying proposal, including additional or extra services, expert witness testimony, litigation, or negotiating claims settlements.

2. **Reimbursable Expenses** Reimbursable Expenses will not be marked up.

2.1 Any out-of-pocket costs incurred by Jacobson Consulting Engineers will be charged at ~~1.1 x cost~~. Reimbursable expenses include but are not limited to, travel expenses, printing of drawings or specifications, courier service, overnight mail, equipment rental, and other charges incurred during our work, not directly provided by us. These items are not included in our fee unless specifically noted in our proposal.

3. **Billing**

- 3.1 Invoices will be issued monthly and are payable within 60 calendar days of the date we deliver our invoice or upon receipt of payment from the Owner, whichever is less. An interest charge of 1.5%/month will be payable on any amount not paid within this time period. Attorneys’ fees and any other costs incurred by Jacobson Consulting Engineers in collecting delinquent accounts shall be paid by the Client.
- 3.2 If the Client fails to make payments when due or otherwise is in breach of this Agreement, Jacobson Consulting Engineers may suspend performance of services upon five (5) calendar days’ notice to the Client. Jacobson Consulting Engineers shall have no liability whatsoever to the Client for any costs or damages because of such suspension caused by any breach of this Agreement by the Client. When work is resumed, Jacobson Consulting Engineers shall be compensated as an additional service for expenses incurred in the interruption and resumption of Jacobson Consulting Engineers’ services. Jacobson Consulting Engineers’ fees for the remaining services and the time schedule shall be equitably adjusted.

4. Dispute Resolution

- 4.1 In an effort to resolve conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Jacobson Consulting Engineers agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- 4.2 Should the dispute not be resolved by nonbinding mediation, it shall be litigated. This Agreement shall be governed by the laws of the State of Washington and the venue shall be the Norm Maleng Regional Justice Center in Kent, King County, WA. The parties consent to such jurisdiction for all purposes (both personal and subject matter). If any claims in a dispute raised by the Client involve allegations of negligence or the breach of the standard of care, thirty (30) days prior to commencing any judicial proceeding, the Client shall provide to Jacobson Consulting Engineers a written certification executed by an independent design professional currently practicing in the same discipline and licensed in the State of Washington. This certification shall specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing such services under similar circumstances. The provision of such written certification is a condition precedent to initiating any legal proceeding or action against Jacobson Consulting Engineers alleging or relating to negligence or a breach of the standard of care.
- 4.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion, as that term is defined in RCW 4.16.310, for acts or failures to act occurring prior to substantial completion, or the date of issuance of the final invoice for payment for acts or failures to act that occur after substantial completion; or, if this Agreement is terminated in accordance with Article 7.1, upon the date Jacobson Consulting Engineers terminates services on the Project.

5. Provision of Services

- 5.1 Jacobson Consulting Engineers will provide services under standards and conditions generally accepted by professionals in the field and consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty or representation, either expressed or implied, is included or intended in Jacobson Consulting Engineers' proposals, contracts, plans and specifications, or reports.
- 5.2 Services shall be provided based only upon the Scope of Services described or by any additional proposals provided in writing and signed by both parties. Services that are not expressly included in the proposal letter or otherwise included herein, are expressly excluded.

6. Limitation of Liability

- 6.1 Jacobson Consulting Engineers, its principals, members, directors, officers, agents, employees, successors and assigns shall not be liable for loss or damage occasioned by delays beyond its control, or for any special, consequential, incidental, punitive or indirect damages such as loss of earnings or loss of use suffered by Client or others. The foregoing limitation of liability shall apply regardless of the cause of action under which such damages are sought. No principal or employee of Jacobson Consulting Engineers shall incur any personal liability to any other party, for an act, error or omission related to this agreement.
- 6.2 The Client agrees that Jacobson Consulting Engineers total liability to the Client, in tort or in contract, for any and all injuries, claims, losses, expenses, damages, causes of action, or claim expenses (inclusive of legal costs) arising out of this

agreement from any cause or causes shall be satisfied solely out of the insurance then available to fund any settlement, award or the amount of required insurance set forth in this Schedule of Conditions.

7. Insurance

- 7.1 Notwithstanding any other provision in this Agreement, or indemnifications provided, nothing shall be construed so as to void, adversely affect or in any way impair any insurance coverage held by either party to this Agreement.
- 7.2 Jacobson Consulting Engineers shall procure Professional Liability Insurance in such amounts and covering such risks as the Company and the Subsidiaries reasonably believe are adequate for the conduct of their business and as is customary for companies of similar size engaged in similar businesses in similar industries. Any specific amount of insurance required shall be submitted in writing and is only valid if agreed to in writing by Jacobson Consulting Engineers.

8. Termination

Either party may terminate this agreement upon written notice if the other party fails to perform any material obligation under this Agreement and fails to cure such breach within ten (10) days after receiving written notice of the breach.

9. Verification of Existing Conditions

- 9.1 Site development around existing underground utilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the site, the Client agrees that Jacobson Consulting Engineers shall not be liable for any costs or damages incurred by any person or entity resulting from concealed or unknown conditions. Client shall require contractor to be responsible for verifying all utility locations prior any excavation.
- 9.2 In addition, Jacobson Consulting Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to pollutants, asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances.

10. Opinion of Probable Costs

Jacobson Consulting Engineers will not provide opinions of probable costs for this project.

11. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due, monies that may be due, or claims arising out of this Agreement) without the prior written consent of the other party.

12. Site Safety

As part of its scope of work, Jacobson Consulting Engineers may perform construction phase services. Jacobson Consulting Engineers however, shall have no control over, charge of, or responsibility for the construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work, nor shall Jacobson Consulting Engineers be responsible for Client's or Client's contractor's failure to perform the work in accordance with the design documents.

13. No Third-Party Beneficiary

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Jacobson Consulting Engineers. Neither Jacobson Consulting Engineers' administration of the contract between the Client and the contractor, nor any acts by Jacobson Consulting Engineers in performing its services hereunder, shall be construed to create a duty of care or any other duty toward any third party, including the contractor or any subcontractor.

14. Entire Agreement

This Agreement represents the entire and integrated agreement between Client and Jacobson Consulting Engineers and this Agreement incorporates and supersedes all prior negotiations, representations, or agreements, either written or oral. Neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. This Agreement may be amended only by written instrument signed by both Client and Jacobson Consulting Engineers.

SCOPE OF WORK

Project:	Redmond MOC Master Plan
Prime Consultant:	The Miller Hull Partnership, LLP Scott Wolf, Principal, swolf@millerhull.com Claire Rennhack, Associate, crennhack@millerhull.com 206.254.2029
OCI Project Number:	10-230019

SUMMARY

This project will create a Master Plan for the redevelopment of the City of Redmond's existing 9-acre Maintenance and Operation Center (MOC) located at 18080 NE 76th Steet, Redmond, WA 98052. All existing site improvements will be demolished, and a new facility constructed for Parks, Facilities, Signals, Streets, Water, Wastewater, Stormwater, and Fleet departments. The landscape architectural components of the Master Plan will include site programming; analysis of access to and within the site by pedestrians, cars, trucks, and other modes; analysis of options for sustainability for the site, including identification of potential LEED points related to site; study and analysis of hardscape, vegetation and existing trees, parking, deliveries, storage, departmental functions on site and the relationship of these elements with proposed building alternatives; development with the Design Team of a Preferred Master Plan option and preparation of a final illustrative Master Plan document to be provided to the City.

We understand the estimated construction cost for the overall project to be \$70-\$80 million, with construction occurring 2026-2028. The Master Plan effort schedule is approximately June 2023 – February 2024, with anticipated final approval of the Master Plan by the City to occur by April 2024. This Scope of Work is based on email correspondence with the Prime Consultant on April 18, 2023.

GENERAL ASSUMPTIONS

- The Consultant will provide grading studies (hand drawn or rough ACAD) to the Civil Engineer for coordination and final grading studies for the Master Plan will be provided by the Civil Engineer.
- The Consultant will provide studies for parking and vehicular access for coordination with the Civil Engineer and final vehicular-related pavement extents will be provided by the Civil Engineer.

EXCLUSIONS

- Arborist services.
- Vehicular turning studies.
- Special meetings or presentations beyond the meetings scoped below.
- Graphics and/or presentations beyond those scoped below.
- Irrigation design.
- Permit submittals.
- Community Outreach.

MASTER PLAN

TASKS:

- Conduct background research for familiarization with site, surrounds, demographics, site uses, neighborhood and natural character and other elements that will inform the Master Plan.
- Conduct regulatory requirements research to compile and analyze relative code that will apply to this project. Submittals for permits is excluded.
- Participate in Space Planning
 - Attend up to four one-hour meetings with Design Team and Client to develop spatial program for the site.
 - Prepare diagrammatic hand-drawn sketches for the site program.
- Participate in development of LEED-based sustainability approach for the site:
 - Attend one two-hour sustainability charette.
 - Prepare summary of potential LEED points available to the project for Site elements. Calculations for irrigation water savings and shade coverage are excluded.
- Develop Site Options in relation to the arrangement of uses and facilities on site.
 - Attend up to four one-hour meetings with the Design Team.
 - Provide up to three schematic level hand-drawn or Bluebeam markup plan studies for master plan site options.
 - Begin development of ACAD site landscape base file.
- Identify Phasing Issues
 - Prepare written comments on phasing related to site and hand or Bluebeam sketch of potential site phasing areas.
- Develop Preferred Site Option
 - Attend up to five one-hour meetings with the Design Team.
 - Provide updated ACAD site landscape base file.
 - Provide one Master Plan Site Option in ACAD and PDF format for inclusion in the overall Master Plan.
 - Provide up to 20 hours of plan graphic support to render the site plan to be incorporated into the Architect's Master Plan illustrative.
- Phasing Plan
 - Attend up to two one-hour meetings with the Design Team.
 - Provide hand-drawn studies, Bluebeam markup plans, and updated ACAD site landscape base to illustrate site phasing opportunities.
 - Provide text and Bluebeam markup drawing to describe site phasing opportunities for inclusion in the Master Plan submittal.
- Develop Cost Estimate for Site
 - Cost estimate for site limited to application gross unit pricing to area take-offs.
- Review and provide comment for final Master Plan deliverable created by others.
 - Review and comment only.

FEE

Fee is based on the following rate schedule:

Practice Lead	\$182
Senior Landscape Architect	\$175
Landscape Architect/Designer Staff I	\$103
Drafter/Civil Technician	\$165
Senior Administration	\$147
Administration:	\$100

The proposed fee is Hourly Not-to-Exceed (NTE), to be billed monthly.

See Attachment A for hours breakdown. See Consultant Fee Workbook for fee information.

Hours Summary:

Task	Hours
1 – Background Research	12
2 – Regulatory Requirements	20
3 – Space Planning	28
4 – Sustainability Approach	20
5 – Project Delivery (No Scope)	0
6 – Master Plan Options	72
7 – Identify Phasing Options	8
8 – Preferred Option	120
9 – Phasing Plan	30
10 – Cost Estimate	12
11 – Deliverable	8
Total	330

END OF SCOPE.

OSBORN CONSULTING, INC. - LANDCAPE ARCHITECTURE

Project Title: Redmond MOC - Master Plan

OCI Project #: 10-230019

Client: Miller Hull

TASK ID	SUB TASK ID	TASK DESCRIPTION	OSBORN CONSULTING						Total Est. Hours
			Practice Lead	Senior Landscape Architect	Landscape Designer	Design Tech	Sr. Admin	Admin	
1		TASK 1: MASTER PLAN							
	1.1	Background Research		4	8				12
	1.2	Regulatory Requirements		4	16				20
	1.3	Space Planning	2	18	6	2			28
	1.4	Sustainability Approach		12	8				20
	1.5	Project Delivery (No Scope)							0
	1.6	Master Plan Options	2	42	20	8			72
	1.7	Identify Phasing Issues		8					8
	1.8	Preferred Option	2	42	46	22	2	6	120
	1.9	Phasing Plan		18	8	4			30
	1.10	Provide cost estimate for Landscape scope of work		4	6	2			12
	1.11	Deliverable (narrative, graphic review)		2	4	2			8
		SUBTOTAL	6	154	122	40	2	6	330



May 10, 2023

Claire Shigekawa Rennhack, AIA, PE
The Miller Hull Partnership, LLP
71 Columbia Street, 6th Floor
Seattle, WA 98104

Project: City of Redmond MOC
Address: 18080 NE 76th St
Redmond, WA 98052

Re: Proposal for Structural Engineering Services

Dear Claire,

We are pleased to propose the following agreement for providing structural engineering services on this project.

DESCRIPTION OF PROJECT

The project consists of participation in the development of a master plan for the City of Redmond Maintenance & Operations Center consistent with the attached scope provided by Miller Hull. We anticipate this effort will be an iterative process with the owner and the design team that explores multiple design options with the goal of refining a single optimized solution.

SCOPE OF SERVICES

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A). The Terms and Conditions included in Exhibit B are part of this proposal. We request a copy of the Prime Agreement between the Architect and Owner be provided to us prior to our finalization of this Agreement. We reserve the right to modify the scope and compensation herein if provisions in the Prime Agreement warrant a change. Additional Services included and excluded from this Basic Services proposal are listed in Exhibit A. We understand that this is not a Fast Track Project and will not entail Multiple Bid Packages.

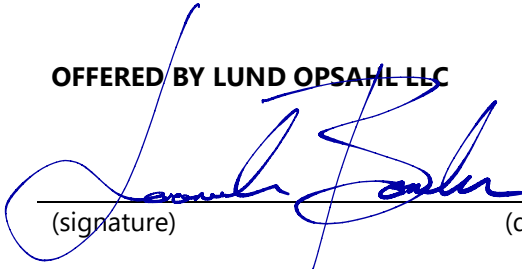
COMPENSATION

We propose to provide the services noted on a time and expense basis for each phase as listed below, not to be exceeded without your written approval. Invoices will be billed monthly on an hourly basis as work progresses. An hourly breakdown of cost by personnel per phase is given in Exhibit C of this proposal.

PHASE	FEE
RESEARCH	\$3,556
DEFINE	\$9,393
DEVELOP	\$12,096
REFINE	\$23,928
DOCUMENT	\$508
TOTAL	\$49,481

We look forward to developing this project with you.

OFFERED BY LUND OPSAHL LLC



(signature) (date)
Jeremiah Bowles, PE, SE / Principal

(printed name/title)

AGREED TO AND ACCEPTED BY:

(signature) (date)

(printed name/title)

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the Letter of Agreement

DESCRIPTION OF SCOPE

Lund Opsahl (LO) shall provide structural engineering consulting services to assist in the development of the master plan for the City of Redmond Maintenance Operations Center consistent with the attached scope provided by Miller Hull.

ADDITIONAL PROVISIONS

If Basic Services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of the Structural Engineer of Record (SER), the amounts of compensation set forth in this Agreement shall be equitably adjusted.

The Letter of Agreement, and Exhibits A & B hereto, constitute the entire Agreement between the parties. The provisions pertaining to the Prime Agreement are not in effect until the Consultant has received the Prime Agreement and has indicated here that we agree to its terms. Direction by Client to Lund Opsahl LLC to start work on this project will be interpreted as acceptance of this Agreement.

BILLING RATE TABLE

Additional Services shall be charged at our then current standard hourly rates, or billed at a mutually agreed upon fee.

Our current standard hourly rate schedule is:

Principal	\$240.00 per hour	Intern	\$100.00 per hour
Associate Principal	\$215.00 per hour	Production Manager	\$175.00 per hour
Senior Associate	\$215.00 per hour	BIM Quality Control Manager	\$175.00 per hour
Associate	\$190.00 per hour	Senior CAD/BIM Technician	\$150.00 per hour
Senior Design Engineer	\$180.00 per hour	CAD/BIM Technician 1	\$140.00 per hour
Design Engineer	\$165.00 per hour	CAD/BIM Technician 2	\$125.00 per hour
Engineer 1	\$145.00 per hour	Administrative	\$ 90.00 per hour
Engineer 2	\$135.00 per hour	Administrative Assistant	\$ 70.00 per hour
Engineer 3	\$120.00 per hour		

EXHIBIT B — Statement of Terms and Conditions

This is an exhibit attached to and made a part of the Letter of Agreement

This Agreement does not bind Lund Opsahl LLC to any other agreement of the Client's unless noted herein. Direction by Client to Lund Opsahl LLC to start work on this project will be interpreted as acceptance of this Agreement.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses. Payment is due upon Client's receipt of each invoice. Payment is overdue if not received within 60 days after Client's receipt of an invoice. In the event a payment is overdue, Lund Opsahl LLC may, without waiving any claim or right against Client and without liability whatsoever to the Client, suspend or terminate performance of the services. A service charge will be charged at one percent per month on the unpaid balance. Retainers shall be credited on the final invoice.

Access to Site

Unless otherwise stated, Lund Opsahl LLC will have access to the project site for activities necessary for the performance of the services. Lund Opsahl LLC will take reasonable care to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

If Lund Opsahl LLC believes that a structurally deficient condition may exist at the project site, Lund Opsahl LLC shall notify Client in which case Client shall authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition. If (1) Client fails to authorize such investigation or correction after due notification, or (2) Lund Opsahl LLC was not aware such a condition existed, Client is responsible for all risks associated with this condition, and Lund Opsahl LLC shall have no responsibility for the existing condition or any resulting damages to persons or property. Lund Opsahl LLC shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the Project to both Client and Lund Opsahl LLC, Client agrees to limit the aggregate amount of any damages and/or costs, including attorney fees and expert witness fees that Client may recover against Lund Opsahl LLC (together with its principals and employees both personally and professionally) to \$1,000,000.00. This contract will not include an obligation to indemnify the client or the structural engineer such as a clause including but not limited to a duty to defend. The types of claims to which this limitation applies include, without limitation, claims based on negligence, professional malpractice, errors or omissions, strict liability, breach of contract, breach of expressed or implied warranty, indemnity and contribution.

Insurance

A Certificate of Insurance will be provided when Lund Opsahl LLC receives this signed Agreement. Insurance coverage on temporary construction supports and equipment including, but not limited to, crane and man-lift foundations, tie-ins, shoring, and temporary bracing will only be extended through the use of the supports or equipment on this project. Once the supports or equipment have been removed, Lund Opsahl LLC will not be in any position of liability.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay Lund Opsahl LLC for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by Lund Opsahl LLC under this Agreement are instruments of Lund Opsahl LLC's services, shall remain the property of Lund Opsahl LLC, are intended for the use only for the project that is subject to this Agreement and may not be used by Client for any other endeavor without the written consent of Lund Opsahl LLC.

Dispute Resolution

Client and Lund Opsahl LLC agree to negotiate any claim(s) or dispute(s) arising out of or related to this Agreement between them in good faith prior to commencing any formal dispute resolution procedures. If a claim or dispute between Client and Lund Opsahl LLC cannot be settled within 30 days by good faith negotiations, Client and Lund Opsahl LLC agree to submit it to mediation in accordance with the Construction Industry Rules of the American Arbitration Association.

Reimbursable Expenses

Reimbursable Expenses shall be billed at ~~a multiple of 1.1 times~~ the cost incurred. Expenses include those incurred directly in connection with the project such as, but not limited to, transportation, meals or lodging for travel, the cost of reproductions beyond those normally required for internal coordination purposes, deliveries, and courier services. The cost of outside professional services when agreed upon by the Client will also be billed with a 1.1 multiplier.

**Reimbursable Expenses will
not be marked up.**

May 15, 2023

Claire Rennhack
THE MILLER HULL PARTNERSHIP, LLP
71 Columbia Street, 6th Floor
Seattle, Washington 98104
+1 (206) 682-6837

CITY OF REDMOND, WA
MOC MASTER PLAN
REDMOND, WASHINGTON

REQUEST FOR
BASIC SERVICES
R1

Dear Claire:

Thank you for inviting us to submit an offer for construction cost consulting services on this project.

We understand that the general scope of the project shall be the planning and for the development and construction of the improvements for the City of Redmond WA MOC located in Redmond, WA.

SCOPE OF SERVICES

For this project we propose the following basic service work items:

BASIC SERVICES

1 Construction Cost Estimating

- 1.1 Prepare an opinion of probable construction cost for no more than one design alternative at the following phases of design:
- 1.2 Concept design, three design options + refinement of one option
- 1.3 Each opinion shall consist of one section for each of the design options including the respective building and site work for each building.
- 1.4 No more than five additive/deductive alternates studies are included.
- 1.5 Cost opinions shall be presented in the Unifomat II format.
- 1.6 No in-person meetings and no site visits are included for this work item. It is assumed any meeting or conferencing shall take place via telephone and/or internet-based solutions. Two 1-hr virtual meetings are included for a total of two hours.

SUMMARY OF FEES							
					Cost Estimating Schedule		
	Task	Hrs	Rate		Start	Finish	
Develop	Programming/Pre-design Phase	40.00	\$ 215.00	\$ 8,600	Jul-23	Jul-23	
Refine	Programming/Pre-design Phase	100.00	\$ 215.00	\$ 21,500	Aug-23	Aug-23	
	Schematic Design Phase			Excluded			
	Design Development Phase			Excluded			
	Construction Document Phase			Excluded			
	Bidding Assistance			Excluded			
	Construction Administration			Excluded			
	Reimbursable expense allowance			\$ -	Jul-23	Aug-23	

QUALIFICATIONS

JMB Consulting Group maintains the following insurance coverage. Additional insurance requirements can be provided at additional cost.

General Liability and Hired/Non-Owned Auto:	\$1,000,000 per claim; \$2,000,000 aggregate
Professional Liability:	\$1,000,000 per claim; \$2,000,000 aggregate

The fees are valid for ninety days from the date of this proposal. Should our understanding of the scope or any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided both in hard copy and electronically (drawings shall be in a standardized scalable pdf format), at no cost to JMB Consulting Group LLC. This offer assumes our deliverables shall be provided electronically and that no printed copies are required.

Reimbursable expenses, including printing, reprographics charges, travel beyond a 100-mile round trip of this office and interstate-shipping charges will be charged at cost, no multiplier.

ADDITIONAL SERVICES

Except as noted above, all other services, including additional estimates, cash flow models, development or coordination of project costs, revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, life cycle costing, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services shall be additional services.

Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Valid through calendar year 2023, these hourly rates are:

Principals	\$215.00
Associates	\$175.00

We look forward to the opportunity of assisting you on this project. If you have any questions regarding these fees, or the scope of our services, please do not hesitate to contact us.

Sincerely,



Jon Bayles, Principal
JMB CONSULTING GROUP LLC

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by JMB Consulting Group LLC for this project.

File: FP_CtyORDmnd MOC MP R1

Exhibit B

DBE Participation Plan

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.

This agreement will utilize the services of the following DBE certified firms.

Lund Opsahl LLC	\$50,223	Cert# D2F0023366
Osborn Consulting	\$48,799	Cert# D2F0019030 & W2f0019030

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Previous survey information to be provided by City to Consultant in PDF and DWG format

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Provided and shared via City's SharePoint site

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

As specified in agreement and in scope of work

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Scope of Work

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

City to provide survey, geotechnical reports, and ESA phase I report.

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email and City SharePoint

A. Agency Software Suite

MS SharePoint and MS Office

B. Electronic Messaging System

Teams and Outlook

C. File Transfers Format

Native file format

Exhibit D
Prime Consultant Cost Computations

Exhibit D

Consultant Fee Determination

Project Name: City of Redmond Maintenance and Operations Cen
 Project Number: A23.0163.00
 Consultant: Miller Hull Partnership

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 192%	Fee (Profit) 27%	Total Hourly Rate	Total
Partner	340	\$ 96.15	\$184.90	\$25.58	\$307	\$104,380
Principal	11	\$ 76.92	\$147.92	\$20.46	\$245	\$2,695
Sr Associate		\$ 68.27	\$131.28	\$18.16	\$218	
Arch 9		\$ 68.27	\$131.28	\$18.16	\$218	
Assocoate	491	\$ 56.73	\$109.09	\$15.09	\$181	\$88,871
Arch 8		\$ 64.42	\$123.89	\$17.14	\$205	
Arch 7		\$ 62.50	\$120.19	\$16.63	\$199	
Arch 6		\$ 56.25	\$108.17	\$14.96	\$179	
Arch 5	968	\$ 48.08	\$92.45	\$12.79	\$153	\$148,104
Arch 4		\$ 42.31	\$81.36	\$11.25	\$135	
Arch 3	168	\$ 35.10	\$67.49	\$9.34	\$112	\$18,816
Arch 2		\$ 28.85	\$55.47	\$7.67	\$92	
Arch 1		\$ 25.00	\$48.08	\$6.65	\$80	
Total Hours	1,978				Subtotal:	\$362,866

REIMBURSABLES

Mileage		
Reproduction (copies, plots, etc.)		
Miscellaneous		\$5,443
Subtotal:		\$5,443

SUBCONSULTANT COSTS (See Exhibit E)

Stantec	\$249,444
Sazan	\$36,496
Heffron	\$32,289
Code Unlimited	\$23,348
Jacobsen	\$49,955
Osbourne	\$48,799
Lund Opsahl	\$50,223
JMB	\$30,552
Subtotal:	\$521,107

Total: \$889,416

Contingency: 80,000

GRAND TOTAL: \$969,416

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Exhibit D

Consultant Fee Determination

Project Name: Redmond MOC
 Project Number:
 Consultant: Code Unlimited

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 231%	Fee (Profit) 31%	Total Hourly Rate	Total
Principal 2	13	\$ 111.31	\$257.13	\$34.62	\$403	\$5,239
Principal/Senior Analyst 2	11	\$ 74.56	\$172.23	\$23.19	\$270	\$2,970
Senior Analyst	34	\$ 60.77	\$140.38	\$18.90	\$220	\$7,480
Code Analyst 3	22	\$ 42.30	\$97.71	\$13.16	\$153	\$3,366
Code Analyst 2	28	\$ 38.85	\$89.74	\$12.08	\$141	\$3,948
Code Analyst 1		\$ 31.25	\$72.19	\$9.72	\$113	
Total Hours						108
Subtotal:						\$23,003
REIMBURSABLES						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						\$345
Subtotal:						\$345
SUBCONSULTANT COSTS (See Exhibit E)						
Subtotal:						

Total: \$23,348

Contingency:

GRAND TOTAL: \$23,348

Exhibit D

Consultant Fee Determination

Project Name: Redmond MOC
Project Number:
Consultant: Heffron Transportation, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 144%	Fee (Profit) 27%	Total Hourly Rate	Total
Principal Transp. Engineer	28	\$ 102.82	\$148.44	\$27.92	\$279	\$7,817
Senior Transp. Engineer	110	\$ 71.98	\$103.92	\$19.54	\$195	\$21,498
Transp. Planner	32	\$ 28.73	\$41.48	\$7.80	\$78	\$2,496
Total Hours						170
Subtotal:						\$31,812

REIMBURSABLES

Mileage		\$82
Reproduction (copies, plots, etc.)		
Miscellaneous		\$395
	Subtotal:	\$477

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:		
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Total: \$32,289

Contingency:

GRAND TOTAL: \$32,289

Exhibit D

Consultant Fee Determination

Project Name: Redmond MOC
 Project Number: C230072-0179
 Consultant: Jacobson Consulting Engineers

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 33%	Fee (Profit) 22%	Total Hourly Rate	Total
Principal	186	\$ 107.70	\$35.54	\$23.26	\$166	\$30,969
Senior Project Manager	186	\$ 63.46	\$20.94	\$13.71	\$98	\$18,249
Project Engineer I		\$ 60.00	\$19.80	\$12.96	\$93	
Project Engineer II		\$ 36.06	\$11.90	\$7.79	\$56	
Engineer II		\$ 33.65	\$11.11	\$7.27	\$52	
CAD Manager		\$ 50.61	\$16.70	\$10.93	\$78	
Technician IV		\$ 22.50	\$7.43	\$4.86	\$35	
Administration		\$ 31.25	\$10.31	\$6.75	\$48.31	
Intern		\$ 26.00	\$8.58	\$5.62	\$40.20	
Total Hours		372			Subtotal:	\$49,217
REIMBURSABLES						
Mileage						\$44
Reproduction (copies, plots, etc.)						
Miscellaneous						\$694
Subtotal:						\$738
SUBCONSULTANT COSTS (See Exhibit E)						
N/A						
Subtotal:						

Total: \$49,955

Contingency:

GRAND TOTAL: \$49,955

Consultant Fee Determination

NEGOTIATED HOURLY RATES

GRAND TOTAL: \$30,552

Exhibit D

Consultant Fee Determination

Project Name: Redmond MOC
 Project Number:
 Consultant: Lund Opsahl

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 144%	Fee (Profit) 25%	Total Hourly Rate	Total
Principal	114	\$ 94.37	\$136.16	\$23.55	\$254	\$28,964
Associate		\$ 53.95	\$77.84	\$13.46	\$145	
Senior Design Engineer		\$ 49.09	\$70.83	\$12.25	\$132	
Design Engineer	59	\$ 48.93	\$70.60	\$12.21	\$132	\$7,772
Engineer 1		\$ 41.25	\$59.52	\$10.29	\$111	
Engineer 2	121	\$ 39.12	\$56.44	\$9.76	\$105	\$12,744
Engineer 3		\$ 36.84	\$53.15	\$9.19	\$99	
Senior CAD/BIM Technician		\$ 50.16	\$72.37	\$12.51	\$135.05	
CAD/BIM Technician 1		\$ 43.82	\$63.22	\$10.93	\$117.98	
CAD/BIM Technician 2		\$ 30.80	\$44.44	\$7.68	\$82.92	
Total Hours		294			Subtotal:	\$49,481
REIMBURSABLES						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						\$742
Subtotal:						\$742
SUBCONSULTANT COSTS (See Exhibit E)						
						Subtotal:

Total: \$50,223

Contingency:

GRAND TOTAL: \$50,223

Exhibit D

Consultant Fee Determination

Project Name: MOC - Master Plan
 Project Number:
 Consultant: Osborn Consulting, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 166%	Fee (Profit) 28%	Total Hourly Rate	Total
Practice Lead	6	\$ 62.00	\$103.15	\$17.17	\$182	\$1,094
Senior Landscape Architect	154	\$ 59.50	\$98.99	\$16.48	\$175	\$26,946
Landscape Designer	122	\$ 35.00	\$58.23	\$9.70	\$103	\$12,557
Design Tech	40	\$ 56.00	\$93.17	\$15.51	\$165	\$6,587
Senior Administration	2	\$ 50.00	\$83.19	\$13.85	\$147	\$294
Administration	6	\$ 34.00	\$56.57	\$9.42	\$100	\$600
Total Hours						330
Subtotal:						\$48,078
REIMBURSABLES						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						\$721
Subtotal:						\$721
SUBCONSULTANT COSTS (See Exhibit E)						
Subtotal:						

Total: \$48,799

Contingency:

GRAND TOTAL: \$48,799

Exhibit D

Consultant Fee Determination

Project Name: Maintenance and Operation (MOC) Master Plan
 Project Number: 50002301.15
 Consultant: Sazan Group

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 168%	Fee (Profit) 25%	Total Hourly Rate	Total
Senior Mechanical Principal	22	\$ 124.28	\$208.96	\$30.45	\$364	\$8,008
Senior Mechanical Engineer	23	\$ 72.12	\$121.26	\$17.67	\$211	\$4,853
Electrical Principal	27	\$ 96.15	\$161.67	\$23.56	\$281	\$7,587
Senior Electrical Engineer	34	\$ 67.31	\$113.18	\$16.49	\$197	\$6,698
Consulting Principal	9	\$ 93.75	\$157.63	\$22.97	\$274	\$2,466
Designer 4 - Plumbing	19	\$ 55.09	\$92.63	\$13.50	\$161	\$3,059
Building Performance Leader	12	\$ 68.75	\$115.60	\$16.84	\$201	\$2,412
Project Coordinator	8	\$ 36.78	\$61.84	\$9.01	\$108.00	\$864
Total Hours 154						Subtotal: \$35,947
REIMBURSABLES						
Mileage						\$100
Reproduction (copies, plots, etc.)						
Miscellaneous						\$449
Subtotal:						\$549
SUBCONSULTANT COSTS (See Exhibit E)						
Subtotal:						

Total: \$36,496

Contingency:

GRAND TOTAL: \$36,496

Exhibit D

Consultant Fee Determination

Project Name: Redmond Maintenance and Operations Center (M)
 Project Number:
 Consultant: Stantec

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 165%	Fee (Profit) 28%	Total Hourly Rate	Total
Senior Industrial Architect	564	\$ 66.06	\$109.16	\$18.73	\$194	\$109,388
Industrial Designer	408	\$ 37.85	\$62.55	\$10.73	\$111	\$45,340
Electrical (EV) Engineer	132	\$ 97.62	\$161.32	\$27.68	\$287	\$37,833
Fueling Infrastructure	128	\$ 87.50	\$144.59	\$24.81	\$257	\$32,883
Total Hours 1,232						Subtotal: \$225,444

REIMBURSABLES

Rental Car / Airport Parking / Transportation	\$1,200
Reproduction (copies, plots, etc.)	\$5,200
Meals	\$4,200
Airfare	\$8,000
Hotel	\$5,400
Subtotal:	\$24,000

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:	
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Total: \$249,444

Contingency:

GRAND TOTAL: \$249,444

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

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:

☐

☐ 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.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



Memorandum

Date: 6/6/2023
Meeting of: City Council

File No. AM No. 23-068
Type: Public Hearing

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2478
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DEPARTMENT STAFF:

Public Works	Aaron Bert	Public Works Director
Executive	Malisa Files	Chief Operating Officer

TITLE:

Conduct Public Hearing and Approve Transportation Benefit District (TBD) Assumption Ordinance

- a. Ordinance No. 3123: An Ordinance of the City of Redmond, Washington, Amending RMC 3.93.040; Assuming the Rights, Powers, Functions, and Obligations of the Redmond Transportation Benefit District and Abolishing the Governing Board of the District as an Entity Separate from the Redmond City Council; Providing for Severability; and Establishing an Effective Date

OVERVIEW STATEMENT:

On May 2, 2023, Council held a public hearing and approved the TBD formation ordinance required for the City to establish a Transportation Benefit District. On May 16, 2023, Council approved the resolution of intent to assume the governance of the TBD and set a second public hearing date. The next step in the process is to hold an additional public hearing and to approve an ordinance allowing Council to assume the rights, powers, functions, and obligations of the TBD.

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

REQUESTED ACTION:

☐ Receive Information ☐ Provide Direction ☒ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2023-2024 Adopted Budget
- **Required:**
Transportation Benefit Districts are governed under RCW 36.73 allowing the City to establish a TBD and for the levying of additional revenue sources. RCW 35.21.225 authorizes the establishment of a TBD subject to the

provisions in RCW 36.73.

- **Council Request:**

The TBD was approved as a new revenue source in the 2023-2024 Adopted Budget.

- **Other Key Facts:**

Approving the Resolution of Intent to hold a Public Hearing on assumption of the district is the next step in establishing the TBD.

OUTCOMES:

Per the timeline shared with Council at the April 11, 2023, Finance, Administration and Communications Committee of the Whole, the next step in establishing the TBD is to hold the second public hearing and approve an ordinance assuming the rights, powers, functions, and obligations of the Redmond Transportation Benefit District. In the same ordinance, Council will abolish the governing board of the district as a separate entity from the City Council

In late June 2023, Council will be asked to approve another ordinance imposing the one-tenth of one percent sales tax to fund the TBD. After the imposition of the sales tax, staff will work with Council on approval of a TBD budget in the fourth quarter, 2023.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

The proposed timeline above outlines Council actions. Staff has reached out to the business community through OneRedmond as well as communicated through other media channels to update the Community on the potential change in sales tax.

- **Outreach Methods and Results:**

The following outreach methods are being used to inform the public, including:

- Six posts in Seattle Times, the City's official newspaper
- All details and updates posted on City's website at www.redmond.gov/1971 <<http://www.redmond.gov/1971>>
- Included in the City's enewsletter twice to 11,000+ unique emails
- Live stream both public hearings on Facebook Live, YouTube Live, and RCTV and promoted the stream on social media
- Posted to social media five times

- **Feedback Summary:**

In response to feedback from OneRedmond, additional social media posts and additional week in eNews has been added to the communication plan.

BUDGET IMPACT:

Total Cost:

Estimated revenue to be collected by the TBD through the 0.1% sales tax equals \$5.5 million in the 2023-2024 budget.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

Capital Investment Program

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

The 0.1% sales tax imposed by the TBD.

Budget/Funding Constraints:

The expenditures from the TBD are restricted to transportation purposes under RCW 36.73.

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
12/6/2022	Business Meeting	Approve
4/11/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information
5/2/2023	Business Meeting	Approve
5/9/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information
5/16/2023	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
6/13/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information
6/20/2023	Business Meeting	Approve

Time Constraints:

The TBD establishment, formation, assumption of governance and imposition of sales taxes must be accomplished by October 2023 in order for the Department of Revenue to be able to collect the additional revenue by January 1, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

If the TBD is not established, the transportation projects and programs relying on the TBD funding would not move forward.

ATTACHMENTS:

Attachment A: Ordinance Assuming Governance of TBD

Attachment B: Timeline of Council Actions

CODE

**Attachment A
CITY OF REDMOND
ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING RMC 3.93.040; ASSUMING THE RIGHTS, POWERS, FUNCTIONS, AND OBLIGATIONS OF THE REDMOND TRANSPORTATION BENEFIT DISTRICT AND ABOLISHING THE GOVERNING BOARD OF THE DISTRICT AS AN ENTITY SEPARATE FROM THE REDMOND CITY COUNCIL; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Redmond adopted Ordinance No. _____, adopting a new chapter 3.93 of the Redmond Municipal Code (RMC), creating the Redmond Transportation Benefit District with the same boundaries as the City limits; and

WHEREAS, Chapter 36.74 RCW authorizes cities to assume the rights, powers, functions, and obligations of a transportation benefit district whose boundaries are coincident with those of the city, after conducting a public hearing on such assumption; and

WHEREAS, the Redmond Transportation Benefit District has not yet collected any funds, does not have any contracts has not committed to any projects, and has not spent any funds, which simplifies the transfer of authority; and

WHEREAS, pursuant to Resolution No. _____ of the City of Redmond, the Redmond City Council held a public hearing on June 6, 2023 to consider the proposed assumption; and

WHEREAS, after considering any testimony received at the hearing, the Redmond City Council finds that the public interest and welfare is best served by the City assuming the rights, powers, functions, and obligations of the Redmond Transportation Benefit District; now, therefore,

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

Section 1. Classification. The amendments to RMC 3.93.030, 3.93.040, and 3.93.050(B) set forth in Sections 3, 4, and 5 of this Ordinance are of a general and permanent nature and shall become part of the City Code.

Section 2. Findings. The recitals set forth above are incorporated as the findings of the Redmond City Council in support of the action taken by this Ordinance.

Section 3. Redmond Transportation Benefit District Assumed. RMC 3.93.030 is hereby amended to read as follows:

3.93.030 Transportation benefit
district established - **Assumption by City of Redmond.** There is hereby established a transportation benefit district to be known as the Redmond Transportation Benefit District ("the District") with geographical boundaries coextensive with the corporate limits of the City of Redmond as they now exist or may

hereafter be altered by future annexation.

The rights, powers, functions, and obligations of the Redmond Transportation Benefit District are hereby assumed by the City of Redmond, which is hereby vested with every right, power, function, and obligation currently granted to or possessed by the District.

Section 4. Governing Board Abolished as Separate Entity.

RMC 3.93.040 is hereby amended to read as follows:

3.93.040 Abolishment of separate

[G]governing board - Treasurer.

A. ~~{THE GOVERNING BOARD ("BOARD") OF THE DISTRICT SHALL CONSIST OF THE MEMBERS OF THE REDMOND CITY COUNCIL ACTING EX OFFICIO AND INDEPENDENTLY. THE BOARD SHALL HAVE ALL DUTIES, POWER, AND AUTHORITY OF THE GOVERNING BOARD SET FORTH IN CHAPTER 36.73 RCW.}~~ The Governing Board of the Redmond Transportation Benefit District is hereby abolished as a separate entity from the Redmond City Council, and all rights, powers, immunities, functions, and obligations otherwise vested in said Governing Board by Chapters 36.73 and 36.74

authorized by RCW 36.73.065 and RCW
82.14.0455.

Section 6. **Severability.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality does not affect the valid or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. **Effective Date.** This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of _____,
2023.

CITY OF REDMOND:

ANGELA BIRNEY, MAYOR

ATTEST/AUTHENTICATED:

CHERYL XANTHOS, CMC, CITY CLERK

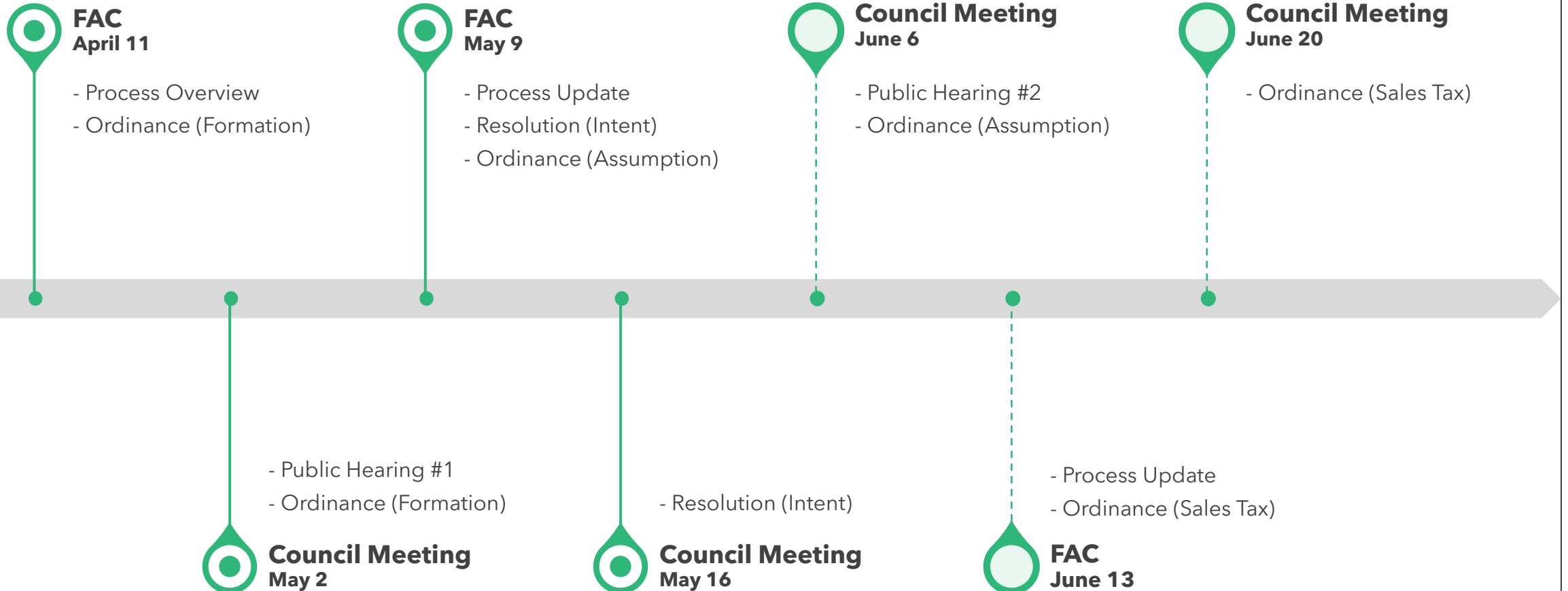
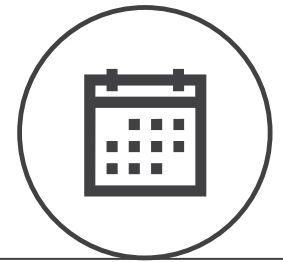
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

JAMES E. HANEY, CITY ATTORNEY

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

Milestones

ATTACHMENT B





Memorandum

Date: 6/6/2023
Meeting of: City Council

File No. AM No. 23-069
Type: New Business

TO: Members of the City Council
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	Jason Lynch	Deputy PCD Director - Building Official
Planning and Community Development	Travis Salley	DSC Manager - Building Plan Review

TITLE:

Delay of Ordinance Amending; RMC Chapter/Titles: 15.08, Building Code, 15.14 Mechanical Code, 15.16 Plumbing Code, 15.18 Energy Code

OVERVIEW STATEMENT:

The City is required to align its codes and regulations with the latest editions and technical standards mandated in the State Building, Energy, Mechanical, and Plumbing Codes. Optional appendices are also available for contemporaneous adoption at the City's discretion. Updates occur on a three-year cycle and generally go into effect on July 1. Recent actions by the State Building Code Council (SBCC) have delayed the effective date of this year's adoption until October 29, 2023, while new technical amendments are considered.

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

REQUESTED ACTION:

☒ **Receive Information** ☐ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Municipal Code; Redmond Environmental Sustainability Action Plan Strategy B1.4.
- **Required:**
RCW 19.27.031 State Building Code
- **Council Request:**
N/A
- **Other Key Facts:**

Routine amendment and adoption of State and Local Codes occurs every three years.

OUTCOMES:

As originally proposed, this year's adoption would require updates to the Redmond administrative and enforcement provisions. Updates to align with mandated codes would help protect personal and commercial real estate investments by providing a minimum level of construction quality and safety. Consistent building, mechanical, plumbing, and energy codes help the design and construction community develop products around a common set of laws, codes, and standards. Optional Appendix T was also included as a component of this adoption cycle to advance Strategy B1.4 of the Redmond Environmental Sustainability Action Plan.

During the May 23, 2023, Parks and Environmental Sustainability Committee of the Whole meeting, the City Council directed staff to place the code adoption, including Appendix T, on the June 6 Regular Business Meeting for approval. However, on May 24, the SBCC voted to delay the effective date of the codes for 120 days. The new effective date for all building codes is October 29, 2023. Previously, the effective date was July 1, 2023.

The Council also directed SBCC staff to convene two Technical Advisory Groups to consider stakeholder proposals to modify sections in the commercial and residential energy codes. Any modifications would be intended to address legal uncertainty stemming from the decision in California Restaurant Association v. City of Berkeley recently issued by the Ninth Circuit Court of Appeals. The directed stakeholder outreach could result in changes to the code amendment that was previously presented to Council. As a result, staff will be monitoring the work of the Technical Advisory Groups and will bring back the code update for Council consideration when the language is finalized closer to the new effective date.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Building code amendments are generally updated by the state on a three-year cycle. In order to create predictability for the development community, Redmond adopts mandated amendments contemporaneously with the state effective date.
- **Outreach Methods and Results:**
Notification of the code update is provided on the Development Services Center web pages and is physically posted in the Development Services Center. Stakeholder groups such as OneRedmond Government Affairs and Master Builders Association of King and Snohomish Counties are also notified.
- **Feedback Summary:**
One Redmond Government Affairs members were briefed on the 120-day delay on May 25, 2023. Staff will engage with stakeholders again when new information regarding the technical codes is available in the next few months.

BUDGET IMPACT:

Total Cost:

Cost is included in the ongoing operational costs of the Divisions responsible for permit review.

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

Budget Offer Number:
Development Services 000042

Budget Priority:
Safe and Resilient
Vibrant and Connected

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

If yes, explain:
N/A

Funding source(s):
General Fund and revenue collected from fees

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/23/23	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	None proposed at this time	N/A

Time Constraints:

The State adoption is current anticipated to become effective in applicable counties and cities on October 29, 2023. Staff will bring the final code back to Council prior to that date for consideration and final approval.

ANTICIPATED RESULT IF NOT APPROVED:

If Redmond does not adopt the new codes when they become effective, there could be a negative fiscal impact on our Building Code Effectiveness Grading Schedule (BCEGS) classification which is used by property/casualty insurers in determining rates paid by building owners in our jurisdiction. Our current BCEGS rating is a two (2) which is the second-highest rating. The rating is dependent upon; code adoption, staff qualifications, public awareness, and structural provisions.

ATTACHMENTS:

Attachment A: Original Ordinance Amending; RMC Chapter/Titles: 15.08, Building Code, 15.14 Mechanical Code, 15.16 Plumbing Code, 15.18 Energy Code - may be subject to change.

CODE

**CITY OF REDMOND
ORDINANCE NO. ____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING RMC CHAPTERS 15.08,
BUILDING CODE; 15.14, MECHANICAL CODE; 15.16,
PLUMBING CODE; 15.18, ENERGY CODE, TO
UPDATE THE CITY'S BUILDING AND CONSTRUCTION
CODES TO REFLECT CURRENT STATE STANDARDS

WHEREAS, RCW 19.27.031 mandates that all cities use and enforce the State Building Code adopted by the State Building Code Council; and

WHEREAS, effective July 1, 2023, the State Building Code Council has adopted the 2021 Editions of the International Building Code, International Residential Code, International Mechanical Code, Uniform Plumbing Code; and

WHEREAS, RCW 19.27A.20 mandates that all cities use and enforce the current versions of the Washington State Energy Code adopted by the State Building Code Council; and

WHEREAS, the Redmond Environmental Sustainability Action Plan requires "solar-ready" and EV-ready infrastructure for all new commercial and residential development, the City is also electing to adopt optional solar-ready provisions for detached one- and two-family dwellings and townhouses (Appendix T).

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

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

Section 2. Amendment of Chapter. RMC 15.08, Building Code, is here hereby amended to read as follows:

Chapter 15.08 BUILDING CODE*

Sections:

- 15.08.010 Short title.**
- 15.08.020 Adoption.**
- 15.08.030 Public inspection.**
- 15.08.040 Deletions.**
- 15.08.050 Amendments to the International Building Code.**
- 15.08.055 Amendments to the International Existing Building Code.**
- 15.08.060 Amendments to the International Residential Code.**
- 15.08.070 Complete application for permit.**
- 15.08.080 Enforcement and penalties.**

Prior legislation: Ords. 1926, 2014, 2215.

* Formerly Chapter 20E.10 RCDG.

15.08.010 Short title.

This chapter and amendments hereto shall constitute the "Building Code" of the City and may be cited as such. (Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2 (part), 2004).

15.08.020 Adoption.

~~[The International Building Code, 2018 Edition, published by the International Code Council, with the additions, deletions and exceptions as set forth in Chapter [51-50](#) WAC, and the International Residential Code, 2018~~

Page 2 of 28

Ordinance No. _____

AM No. _____

Edition, published by the International Code Council, with the additions, deletions and exceptions as set forth in Chapter ~~51-51~~ WAC, are hereby adopted by this reference and incorporated herein as if set forth in full as the Building Code for the City, except such portions as may be deleted, modified or amended by this chapter.]

The 2021 edition of the International Building Code as published by the International Code Council is hereby adopted by reference with the exceptions noted in chapter 51-50 of the Washington Administrative Code. The 2021 edition of the International Existing Building Code, as published by the International Code Council is included in the adoption of this Code with the exceptions noted in WAC 51-50-480000. A117.1-2017 is adopted pursuant to chapters 70.92 and 19.27 RCW.

The 2021 edition of the International Residential Code as published by the International Code Council is hereby adopted by reference with the exceptions noted in chapter 51-51 of the Washington Administrative Code. Chapters 11 and 25 through 43 of this code are not adopted.

The Building Official may use appendices for guidance in interpreting and administering the Building Code and the provisions of this chapter. Further, the following appendix chapters are specifically adopted:

International Building Code:	
Appendix E,	Supplemental Accessibility Requirements;
Appendix I,	Patio Covers
<u>International Existing Building Code:</u>	
<u>Appendix A.</u>	<u>Seismic Retrofit of Existing Buildings</u>
International Residential Code:	
Appendix A,	Sizing and Capacities of Gas Piping; except for liquefied petroleum gas installations;
Appendix B,	Size of Venting Systems Serving Appliances Equipped with Draft Hoods, Category 1 Appliances and Appliances Listed for Use and Type B Vents;
Appendix C,	Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems;
Appendix F,	[Passive] Radon Gas Controls;
Appendix H,	Patio Covers;
<u>Appendix Q.</u>	<u>Tiny Homes</u>
<u>Appendix T.</u>	<u>Solar-ready provisions-detached one- and two-family dwellings and townhouses.</u>
Appendix U,	Dwelling Unit Fire Sprinkler Systems

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2 (part), 2004).

15.08.030 Public inspection.

The City shall at all times keep on file with the City Clerk, for reference by the general public, not less than one copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter.

The copies of the codes on file may be placed by the City Clerk in the custody of the Building Official in order to make them more readily available for inspection and use by the general public.

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2 (part), 2004).

15.08.040 Deletions.

A. The following sections of the **2021** International Building Code, [~~2018 Edition~~], are hereby deleted:

1. Section 101.4.4 – Property maintenance.
2. Section 105.1.1 – Annual permit.
3. Section 105.1.2 – Annual permit records.
4. ~~[Section 113 – Board of Appeals.]~~

B. The following sections of the 2021 International Existing Building Code, are hereby deleted:

1. **Section 105.1.1 Annual permit.**
2. **Section 105.1.2 Annual permit records.**

~~[B. The following sections of the **2021** International Residential Code, [2018 Edition], are hereby deleted:~~

1. ~~[Section R112 – Board of Appeals.]~~
2. ~~Chapters 11 and 25 through 43 (Chapter 51-51 WAC).]~~

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2 (part), 2004).

15.08.050 Amendments to the International Building Code.

The following sections of the International Building Code adopted by this chapter are hereby amended to read as follows:

A. Amend Section 101.1, Title.

These regulations shall be known as the “Building Code of the City of Redmond,” hereinafter referred to as “this code.”

B. Amend Section 101.4, Referenced Codes.

The other codes listed in Sections 101.4.1 through ~~[101.4.6]~~ **101.4.7** and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the International Fuel Gas Code as adopted in Chapter [15.14](#) RMC shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the International Mechanical Code as adopted in Chapter [15.14](#) RMC shall apply to the installation, alteration, repair and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the Uniform Plumbing Code as adopted in Chapter [15.16](#) RMC shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the State of Washington requirements for private sewage disposal shall apply to private sewage disposal systems.

101.4.4 Property Maintenance is not adopted.

101.4.5 Fire Prevention. The provisions of the International Fire Code as adopted in Chapter [15.06](#) RMC shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the Washington State Energy Code as adopted in Chapter [15.18](#) RMC shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing Buildings. The provisions of the International Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

C. Amend Section 105.2, Work Exempt from Permit.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area ~~does not exceed~~ **is not greater than** 200 square feet (18.58 m²).

2. Fences not over 7 feet (2,134 mm) high.
3. Repealed by Ord. [2452](#).
4. Retaining walls ~~[which]~~ **that** are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly on grade if the capacity ~~does not exceed~~ **is not greater than** 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks, driveways and detached decks not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy ~~[, as applicable in Section 101.2, which]~~ **that** are less than 24 inches (610 mm) deep, ~~[do not exceed]~~ **are not greater than** 5,000 gallons (18,925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, ~~[and]~~ not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family dwellings.
12. ~~Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support of Group R-3, as applicable in Section 101.2, and Group U occupancies.~~ **Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372mm) from the exterior wall and do not require additional support.**
13. Nonfixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches (1,753 mm) in height.

Electrical:

1. Repairs and maintenance: Class A Basic Electrical Work as defined in RCW [19.28.006](#).
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for power supply **and** the installations of towers and antennas.
3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.
4. Electrical and telecommunications utility companies: The provisions of this code shall not apply to electrical and telecommunications utility companies as specified in RCW [19.28](#) and WAC [296-46B](#).

Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe provided, however, that if any concealed trap, drainpipe, water, soil, waste, or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

D. Amend Section 105.3.2, Time Limitation of Application.

An application for permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

E. Amend Section 105.5, Expiration.

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 365 days after its issued, or if the work authorized on the site by such permit is suspended or abandoned for a period of 365 days after the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

F. Amend Section 109.2, Schedule of Permit Fees.

On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with Redmond Zoning Code Section

[21.76.030](#), Application Requirements, as said section currently exists or is hereafter amended, modified or recodified.

G. Amend Section 109.3, Building Permit Valuations.

The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official. Construction valuations for new square footage shall be calculated according to, IBC Building Area definition.

H. Amend Section 109.4, Work Commencing Before Permit Issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a special investigation fee. The investigation fee shall be equal to the amount of the permit fee that would be required by this code if a permit were to be issued. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code, nor from any penalty prescribed by law.

I. ~~[Add]~~ Amend Section 113, Means of Appeal.

Appeals of orders, decisions or determinations made by the Building Official related to the application or interpretation of this code shall be made pursuant to Redmond Zoning Code Section 21.76.060(I), Appeals of Type I and II Permits, as said section currently exists or is hereafter amended, modified or recodified.

The provisions of this section shall not preclude the Building Official from convening a Code Advisory Body comprised of members who are qualified by experience and training to pass on matters pertaining to building construction.

J. Amend Section 116.3, Notice.

If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure as provided in RMC [15.08.080](#), Enforcement and Penalties.

K. Amend Section 116.4, Method of Service.

The notice and order and any amended or supplemental notice and/or order shall be served as provided in RMC [15.08.080](#), Enforcement and Penalties.

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2822 § 1, 2016; Ord. 2787 § 1 (Exh. 1 and Att. C), 2015; Ord. 2729 § 3 (part), 2014; Ord. 2596 § 2 (part), 2011; Ord. 2452 § 2, 2009; Ord. 2346 § 1 (part), 2007; Ord. 2270 § 1, 2005; Ord. 2219 § 2 (part), 2004).

15.08.055 Amendments to the International Existing Building Code.

The following sections of the International Existing Building Code adopted by this chapter are hereby amended to read as follows:

A. Amend Section 101.1, Title.

These regulations shall be known as the "Existing Building Code of the City of Redmond," hereinafter referred to as "this code."

B. Amend Section 103.1, Creation of agency.

The "department of building safety" is hereby created, and the official in charge thereof shall be known as code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

~~[A. Section 105.2 Work Exempt from Permit is not adopted. The provisions for work exempt from permit as adopted in RMC [15.08.050.C](#) Item 3 shall apply.]~~

C. Amend Section 105.2, Work Exempt from Permit.

RMC [15.08.050.C](#) shall apply.

~~[B. Amend Section 105.3.2, Time Limitation of Application. An application for a permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the code official is authorized to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.]~~

D. Amend Section 105.3.2, Time Limitation of Application.

RMC [15.08.050.D](#) shall apply

~~[C. Section 105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 365 days after its issuance, or if the work authorized on site by such permit is suspended or abandoned for a period of 365 days after the time the work is commenced. The code official is authorized to grant, in writing, one or more extensions of time for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.]~~

E. Amend Section 105.5, Expiration.

RMC [15.08.050.E](#) shall apply.

~~D. Section 112 Board of Appeals is not adopted. The provisions for means of appeal as adopted in RMC [15.08.050.I](#) Item 9 shall apply.~~

F. Amend Section 108.4, Work commencing before permit issuance.**RMC 15.08.050.H shall apply.****G. Amend Section 112, Means of Appeals.****RMC 15.08.050.F shall apply.**

E. 115.3 Notice is not adopted. The provisions for notice as adopted in RMC [15.08.050.I](#) Item 10 shall apply.

H. Amend Section 115.3, Notice.**RMC 15.08.050.J shall apply.**

F. 115.4 Method of Service is not adopted. The provisions for method of service as adopted in RMC [15.08.050.K](#) Item 11 shall apply.

I. Amend Section 115.4, Method of Service.**RMC.15.08.050.K shall apply.**

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016).

15.08.060 Amendments to the International Residential Code.

The following sections of the International Residential Code adopted by this chapter are hereby amended to read as follows:

A. Amend Section R101.1, Title.

~~These provisions shall be known as the "Residential Code for One- and Two-Family Dwellings of the City of Redmond," and shall be cited as such and will be referred to as "this code."~~ **These regulations shall be known as the "Residential Building Code for One- and Two-family Dwellings of the City of Redmond," hereinafter referred to as "this code."**

B. Amend Section R102.4, Referenced Codes and Standards.

~~The referenced codes and standards shall be as specified in Section 101.4 of the amended administrative provisions of the International Building Code, Section [15.08.050](#), Redmond Municipal Code.~~

RMC.15.08.050.B shall apply.**C. Amend Section R105.2, Work Exempt from Permit.**

Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. **Other than storm shelters.** one-story detached accessory structures, provided **that** the floor area does not exceed 200 square feet (18.58 m²).
2. Fences not over 7 feet (2,134 mm) high.
3. Retaining walls [which] **that** are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly ~~[on]~~ **upon** grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks, driveways. ~~[, and detached decks not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below.]~~
6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall ~~[which]~~ **that** do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.
11. Light weight roof covering. Light weight roof covering includes composition, or metal roof covering, and similar materials where the installed unit weight is less than 4 pounds per square foot.
12. Removal and replacement of interior doors in existing door frames. **The size of opening may not be altered.**
13. Removal and replacement of exterior windows in existing window openings. The size of opening may not be altered, and operable opening size may not be decreased.

Electrical:

1. Repairs and maintenance: A permit shall not be required for Class A Basic Electrical Work as defined in RCW [19.28.006](#).

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation ~~[equipment]~~ **appliances.**
3. Portable cooling units.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any **minor** part which does not alter its approval or make it unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant ~~[and]~~ **or that are** actuated by motors of 1 horsepower (746 W) or less.
8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe provided; however, that if any concealed trap, drainpipe, water, soil, waste, or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

D. Amend Section R105.3.2, Time Limitation of Application.

~~An application for a permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be required in writing and justifiable cause demonstrated.~~

RMC 15.08.050.D shall apply

E. Amend Section R105.5, Expiration.

~~Every permit issued shall become invalid unless the work authorized by such permit is commenced within 365 days after its issued or after commencement of work if more than 365 days pass between inspections. The building official is authorized to grant, in writing, one or more extensions of time for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.~~

RMC 15.08.050.E shall apply.

F. Amend Section R108.2, Schedule of Permit Fees.

~~On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the Redmond Zoning Code [21.76](#), as said section currently exists or is hereafter amended, modified or recodified.~~

RMC 15.08.050.F shall apply.

G. Amend Section R108.3, Building Permit Valuations.

~~Building permit valuations shall include total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing, equipment, and other permanent systems, including materials and labor. Construction valuations for new square footage shall be calculated according to IBC building area.~~

RMC 15.08.050.G shall apply.

H. Amend Section R108.6, Work Commencing Before Permit Issuance.

~~Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a special investigation fee. The investigation fee shall be equal to the amount of the permit fee that would be required by this code if a permit were to be issued. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code, nor from any penalty prescribed by law.~~

RMC 15.08.050.H shall apply.

I. [Add] **Amend** Section R112, Board of Appeals.

~~Appeals of orders, decisions or determinations made by the Building Official related to the application or interpretation of this code shall be made pursuant to Redmond Zoning Code Section 21.76.060(I), Appeals of Type I and II Permits, as said section currently exists or is hereafter amended, modified or recodified.~~

RMC 15.08.050.F shall apply.

J. Amend Table R301.2 [(4)], Climatic and Geographic Design Criteria.

[Ground Snow Load = 15 psf
Wind Speed = 110 mph
Topographic effects = NO
Seismic Design Category = D2
Subject to Damage From
Weathering = Moderate
Frost Line Depth = 12"
Termite = Slight to Moderate
Decay = Slight to Moderate
Winter Design Temp. = 27 degrees F
Ice Shield Underlayment Required = No
Flood Hazards = Joined National Flood Insurance Program 1979
Current Flood Hazard Map – FIRM 1999
Air Freezing Index = 113
Mean Annual Temp. = 52 degrees F]

K. Add Section R115, Unsafe Structures and Equipment.

Unsafe structures and equipment are subject to the provisions for unsafe structures and equipment as provided in RMC [15.08.050](#), [amended] Section 116 of the International Building Code.

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2596 § 2 (part), 2011; Ord. 2452 § 3, 2009; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2 (part), 2004).

15.08.070 Complete application for permit.

Determination of whether a building permit application is complete for purposes of administering RZC Chapter [21.76](#), Review Procedures, shall be made by the Building Official and shall be based upon the adopted building codes.

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2596 § 2 (part), 2011; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2, 2004).

15.08.080 Enforcement and penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof, at the discretion of the Building Official, shall be subject to the enforcement and penalties provided in RMC Chapter [1.14](#).

(Ord. 3007 § 2, 2020; Ord. 2833 § 2 (part), 2016; Ord. 2729 § 3 (part), 2014; Ord. 2346 § 1 (part), 2007; Ord. 2219 § 2 (part), 2004).

Section 3. Amendment of Chapter. RMC 15.14, Mechanical Code, is here

hereby amended to read as follows:

Chapter 15.14 MECHANICAL CODE*

Sections:

- 15.14.010 Short title.**
- 15.14.020 Adoption.**
- 15.14.030 Public inspection.**
- 15.14.040 Deletions.**
- 15.14.050 Amendments to the International Mechanical Code.**
- 15.14.060 Amendments to the International Fuel Gas Code.**
- 15.14.070 Penalties for violations.**

Prior legislation: Ords. 1926, 2014, 2215.

* Formerly Chapter 20E.60 RCDG.

15.14.010 Short title.

This chapter and amendments hereto shall constitute the “Mechanical Code” of the City and may be cited as such.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.020 Adoption.

~~The International Mechanical Code, 2018 Edition, published by the International Code Council, with the additions, deletions and exceptions as set forth in Chapter 51-52 WAC and the International Fuel Gas Code, 2018 Edition, published by the International Code Council, are hereby adopted by this reference and incorporated herein as if set forth in full as the Mechanical Code for the City, except such portions as may be deleted, modified or amended by this chapter.~~

The 2021 edition of International Mechanical Code as published by the International Code Council is hereby adopted by reference with the exceptions noted in chapter 51-52 of the Washington Administrative Code. The 2021 edition of the International Fuel Gas Code as published by the International Code Council is included in the adoption of this Code with the exceptions noted in WAC 51-52.

The Building Official may use the appendices for guidance in interpreting and administering the Mechanical Code and the provisions of this chapter. Further, the following appendix chapters are specifically adopted:

International Mechanical Code:	
None.	
International Fuel Gas Code:	
Appendix A,	Sizing and Capacities of Gas Piping; except for liquefied petroleum gas installations;
Appendix B,	Size of Venting Systems Serving Appliances Equipped with Draft

	Hoods, Category 1 Appliances and Appliances Listed for Use and Type B Vents; and
Appendix C,	Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.030 Public inspection.

The City shall at all times keep on file with the City Clerk, for reference by the general public, not less than one copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter.

The copies of the codes on file may be placed by the City Clerk in the custody of the Building Official in order to make them more readily available for inspection and use by the general public.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.040 Deletions.

A. The following sections of the 2021 International Mechanical Code~~[-2018 Edition,]~~ are hereby deleted:

1. Section 106.1.1 – Annual permit.
2. Section 106.1.2 – Annual permit records.
3. Section 106.4.4 – Extensions.
4. Section 114 – Board of Appeals.
5. ~~[Section 109 – Means of Appeal.]~~

B. The following sections of the International Fuel Gas Code, 2018 Edition, are hereby deleted:

1. Chapter 1 – Administration.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.050 Amendments to the International Mechanical Code.

The following sections of the International Mechanical Code adopted by this chapter are hereby amended to read as follows:

A. Amend Section 101.1, Title.

These regulations shall be known as the "Mechanical Code of the City of Redmond," hereinafter referred to as "this code."

B. Amend Section 102.8, Referenced Codes and Standards.

The referenced codes and standards shall be as specified in Section 101.4 of the amended administrative provisions of the International Building Code, Section [15.08.050](#) Redmond Municipal Code.

C. Amend Section 106.3.3, Time Limitation of Application.

An application for a permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the code official shall have the authority to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be requested in writing and justifiable case demonstrated.

D. Amend Section 106.4.1, Approved Construction Documents.

When the code official issues a permit where construction documents are required, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." Such reviewed construction documents shall not be changed, modified or altered without authorization from the code official. Work shall be done in accordance with the approved construction documents. One set of construction documents so reviewed shall be retained by the code official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the code official or a duly authorized representative.

The code official shall have the authority to issue a permit for the construction of part of a mechanical system before the construction documents for the entire system have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire mechanical system will be granted.

E. Amend Section 106.4.3, Expiration.

~~Every permit issued by the code official under the provisions of this code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 365 days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 365 days. Before such work recommences, permit shall be first obtained and the fee therefor shall be one-half the amount required for a new permit for such work; provided, that changes have not been made and will not be made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.~~

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 365 days after its issued, or if the work authorized on the site by such permit is suspended or abandoned for a period of 365 days after the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

[F. ~~Amend Section 106.4.4, Extensions.~~

~~A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under that permit where work is unable to be commenced within the time required by this section for good and satisfactory reasons. The code official shall extend the time for action by the permittee for a period not exceeding 365 days if there is reasonable cause. A permit shall not be extended more than once. The fee for an extension shall be one-half the amount required for a new permit for such work.]~~

[G.] **E.** Amend Section 106.4.7, Previous Approvals.

This code shall not require changes in the construction documents, construction, and designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 365 days after the effective date of this code and has not been abandoned.

[H. ~~Amend Section 106.5.2, Fee Schedule.~~

~~A fee for each permit shall be paid as required, in accordance with the Redmond Zoning Code Section 21.76.030(E), as said section currently exists or is hereafter amended, modified, or recodified.]~~

~~I. Amend Section 106.5.3, Fee Refunds.~~

~~The code official shall authorize the refunding of fees based on administrative provision of the International Building Code, Chapter [15.08](#) Redmond Municipal Code.]~~

J. Amend Section ~~[408.4]~~ **115.4**, Violation Penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure mechanical system in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in Redmond Municipal Code [1.01.110](#) and Chapter [1.14](#) Redmond Municipal Code, as said section currently exists or is hereafter amended, modified or recodified.

K. Amend Section ~~[409]~~ **113**, Means of Appeal.

Appeals of orders, decisions or determinations made by the Building Official related to the application or interpretation of this code shall be made pursuant to Redmond Zoning Code Section 21.76.060(I), Appeals of Type I and II Permits, as said section currently exists or is hereafter amended, modified or recodified.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2596 § 2 (part), 2011; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.060 Amendments to the International Fuel Gas Code.

The following sections of the International Fuel Gas Code adopted by this chapter are hereby amended to read as follows:

A. Add new Chapter 1, Administration.

~~[The amended administrative provisions of the International Mechanical Code, Redmond Municipal Code [15.14.050](#), shall apply.]~~

Chapter 1, Scope and Administration, of the International Mechanical Code with the exceptions noted in RMC.15.14 shall apply.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

15.14.070 Penalties for violations.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure mechanical system in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in RMC [1.01.110](#) and RMC Chapter [1.14](#), as said section currently exists or is hereafter amended, modified or recodified.

(Ord. 3007 § 4, 2020; Ord. 2833 § 3 (part), 2016; Ord. 2729 § 6 (part), 2014; Ord. 2346 § 4 (part), 2007; Ord. 2219 § 5 (part), 2004).

Section 4. Amendment of Chapter. RMC 15.16, Plumbing Code, is here
hereby amended to read as follows:

Chapter 15.16 PLUMBING CODE*

Sections:

- [15.16.010 Short title.](#)
- [15.16.020 Adoption.](#)
- [15.16.030 Public inspection.](#)
- [15.16.040 Deletions.](#)
- [15.16.050 Amendments.](#)
- [15.16.060 Penalties for violations.](#)

Prior legislation: Ords. 1926, 2014, 2215.

* Formerly Chapter 20E.70 RCDG.

15.16.010 Short title.

This chapter and amendments hereto shall constitute the “Plumbing Code” of the City and may be cited as such.

(Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016; Ord. 2729 § 7 (part), 2014; Ord. 2346 § 5 (part), 2007; Ord. 2219 § 6 (part), 2004).

15.16.020 Adoption.

The Uniform Plumbing Code, 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, together with the additions, deletions and exceptions as set forth in Chapter [51-56 WAC](#), are hereby adopted by this reference and incorporated herein as if set forth in full as the Plumbing Code for the City, except such portions as may be deleted, modified or amended by this chapter.

The 2021 edition of the Uniform Plumbing Code, including Appendices A, B, I, and M, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference with the following additions, deletions and exceptions: Provided that chapters 12 and 14 of this code are not adopted. Provided further that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in chapter 5 and those portions of the code addressing building sewers are not adopted.

The Building Official may use the appendices for guidance in interpreting and administering the Plumbing Code and the provisions of this chapter. Further, the following appendix chapters are specifically adopted:

Appendix A,	Sizing the Water Supply System;
Appendix B,	Explanatory Notes on Combination Waste and Vent Systems; and
Appendix I,	Installation Standards.
Appendix M,	Peak Water Demand Calculator

(Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016; Ord. 2729 § 7 (part), 2014; Ord. 2346 § 5 (part), 2007; Ord. 2219 § 6 (part), 2004).

15.16.030 Public inspection.

The City shall at all times keep on file with the City Clerk, for reference by the general public, not less than one copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter.

The copies of the codes on file may be placed by the City Clerk in the custody of the Building Official in order to make them more readily available for inspection and use by the general public.

(Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016; Ord. 2729 § 7 (part), 2014; Ord. 2346 § 5 (part), 2007; Ord. 2219 § 6 (part), 2004).

15.16.040 Deletions.

The following sections of the Uniform Plumbing Code, 2018 Edition, are hereby deleted:

A. Section 104.3.2 – Plan Review Fees.

C. Table 104.5 – Plumbing Permit Fees.

C. Chapters 12 and 15, plus those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel-fired appliances found in Chapter 5 and those portions of the code addressing building sewers (WAC [51-56-003](#)).

(Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016; Ord. 2729 § 7 (part), 2014; Ord. 2346 § 5 (part), 2007; Ord. 2219 § 6 (part), 2004).

15.16.050 Amendments.

The following sections of the Uniform Plumbing Code adopted by this chapter are hereby amended to read as follows:

A. Amend Section 104.3.3, Time Limitation of Application.

~~Applications for which no permit is issued within 365 days following the date of application shall expire by limitation, plans and other data submitted for review, thereafter, shall be returned to the applicant or destroyed by the Authority Having Jurisdiction. The Authority Having Jurisdiction shall be permitted to exceed the time for action by the applicant for a period not to exceed 365 days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented the action from being taken. No application shall be extended more than once. In order to~~

~~renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.~~

An application for permit for any proposed work shall be deemed to have been abandoned 365 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

B. Amend Section 104.4.3, Expiration.

~~A permit issued by the Authority Having Jurisdiction under the provisions of this code shall expire by limitation and become null and void where the work authorized by such permit is not commenced within 365 days from the date of such permit, or where the work authorized by such permit is suspended or abandoned at a time after the work is commenced for a period of 365 days. Before such work is recommenced, a permit shall first be obtained to do so, and the fee, therefore, shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspension or abandonment has not exceeded 1 year.~~

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 365 days after its issued, or if the work authorized on the site by such permit is suspended or abandoned for a period of 365 days after the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

C. Amend Section 104.4.4, Extensions.

A permittee holding an unexpired permit shall be permitted to apply for an extension of the time within which work shall be permitted to commence under that permit where the permittee is unable to commence work within the time required by this section. The Authority Having Jurisdiction shall be permitted to extend the time for action by the permittee for a period not exceeding 365 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented the action from being taken. No permit shall be extended more than once unless authorized by the Building Official. In order to renew action on a permit after expiration, the permittee shall pay one half of permit fees for a new permit.

D. Amend Section 104.5, Fees.

A fee for each permit shall be paid as required, in accordance with the Redmond Zoning Code Section [21.76.030\(E\)](#), as said chapter currently exists or is hereafter amended, modified or recodified.

E. Amend Section 104.5.3, Fee Refunds.

Section 108.6 Refunds of the administrative provisions of the International Building Code, Chapter [15.08](#) Redmond Municipal Code, shall apply.

F. Amend Section 106.3, Penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure plumbing system in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in RMC [1.01.110](#) and Chapter [1.14](#) Redmond Municipal Code, as said section currently exists or is hereafter amended, modified or recodified.

G. Amend Section 107.0, Board of Appeals.

Appeals of orders, decisions or determinations made by the Building Official related to the application or interpretation of this code shall be made pursuant to Redmond Zoning Code Section [21.76.060\(I\)](#), Appeals of Type I and II Permits, as said section currently exists or is hereafter amended, modified or recodified.

(Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016; Ord. 2729 § 7 (part), 2014; Ord. 2596 § 2 (part), 2011; Ord. 2346 § 5 (part), 2007; Ord. 2219 § 6 (part), 2004).

15.16.060 Penalties for violations.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure plumbing system in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in RMC [1.01.110](#) and RMC Chapter [1.14](#), as

said section currently exists or is hereafter amended, modified or recodified. (Ord. 3007 § 5, 2020; Ord. 2833 § 4 (part), 2016; Ord. 2729 § 7 (part), 2014; Ord. 2346 § 5 (part), 2007; Ord. 2219 § 6 (part), 2004).

Section 5. Amendment of Chapter. RMC 15.18, Energy Code, is here hereby amended to read as follows:

Chapter 15.18 ENERGY CODE*

Sections:

15.18.010 Short title.

15.18.020 Adoption.

15.18.030 Public inspection.

15.18.040 Deletions.

15.18.050 Amendments.

15.18.060 Penalties for violations.

Prior legislation: Ords. 1926, 2014, 2215.

* Formerly Chapter 20E.50 RCDG.

15.18.010 Short title.

This chapter and amendments hereto shall constitute the “Energy Code” of the City and may be cited as such. (Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016; Ord. 2729 § 8 (part), 2014; Ord. 2219 § 7 (part), 2004).

15.18.020 Adoption.

[The Washington State Energy Code, 2018 version, Chapters ~~51-11C~~ and ~~51-11R~~ WAC, is hereby adopted by this reference and incorporated herein as if set forth in full as the Energy Code for the City, except such portions as may be deleted, modified or amended by this chapter.]

The 2021 edition of the Washington State Energy Code is hereby adopted by reference with the exceptions noted in chapters 51-11C and 51-11R.

(Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016; Ord. 2729 § 8 (part), 2014; Ord. 2346 § 6, 2007; Ord. 2219 § 7 (part), 2004).

15.18.030 Public inspection.

The City shall at all times keep on file with the City Clerk, for reference by the general public, not less than one copy of the codes and resolutions, or parts thereof, as herein adopted by reference, together with the amendments and supplements thereto herein made a part of this chapter.

The copies of the codes on file may be placed by the City Clerk in the custody of the Building Official in order to make them more readily available for inspection and use by the general public. (Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016; Ord. 2729 § 8 (part), 2014; Ord. 2219 § 7 (part), 2004).

15.18.040 Deletions.

There are no deletions to the Washington State Energy Code. (Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016; Ord. 2729 § 8 (part), 2014; Ord. 2219 § 7 (part), 2004).

15.18.050 Amendments.

There are no amendments to the Washington State Energy Code. (Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016; Ord. 2729 § 8 (part), 2014; Ord. 2219 § 7 (part), 2004).

15.18.060 Penalties for violations.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalties provided for in RMC [1.01.110](#) and RMC Chapter [1.14](#), as said section currently exists or is hereafter amended, modified or recodified. (Ord. 3007 § 6, 2020; Ord. 2833 § 5 (part), 2016; Ord. 2729 § 8 (part), 2014; Ord. 2219 § 7 (part), 2004).

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. Effective date. A summary of this ordinance shall be published in the city's official newspaper, or as otherwise provided by law, and shall take effect on July 1, 2023.

ADOPTED by the Redmond City Council this _____ day of _____, 2023.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

SIGNED BY THE MAYOR:

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO



Memorandum

Date: 6/6/2023
Meeting of: City Council

File No. AM No. 23-070
Type: New Business

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard, Fire Chief	425-556-2201
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DEPARTMENT STAFF:

Fire	Todd Short	Fire Marshal
Fire	Rich Gieseke	Assistant Fire Marshal

TITLE:

Adoption of an Ordinance for Amendments to the Redmond Fire Code

1. Ordinance No. 3124: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code Sections 15.06, Fire Code, in Order to Readopt the 2018 International Fire Code and Subsequent State Amendments; Declaring an Emergency and Establishing an Immediate Effective Date

OVERVIEW STATEMENT:

Due to State Building Code Council delaying the effective date of its adoption of the 2021 International Fire Code, it is therefore necessary to amend RMC Chapter 15.06 to readopt the 2018 International Fire Code.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Fire Department Strategic Plan and Standards of Cover
- **Required:**
RCW19.27.031
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Failure to make the amendments necessary to return the City's code to adoption of the 2018 International Fire Code will result in the City being out of compliance with state law.

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:

Cost covered in ongoing budget allocation

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

Budget Offer Number:

100.603.00.00360.52230 Fire Prevention Operating Supplies

Budget Priority:

N/A

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

If yes, explain:

N/A

Funding source(s):

Prevention General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/18/2023	Committee of the Whole - Public Safety and Human Services	Provide Direction

5/16/2023	Business Meeting - Consent Agenda	Approved
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	None proposed at this time	N/A

Time Constraints:

State Building Code Council delayed the effective date of its adoption of the 2021 International Fire Code until October 29, 2023, the Redmond City Council has therefore determined that changing Chapter 15.06 to bring the same into compliance with state law is therefore an emergency that is necessary for the immediate preservation of the public health, public safety, public property, and public peace and the changes should take effect immediately upon adoption.

ANTICIPATED RESULT IF NOT APPROVED:

If the Redmond Fire code is not adopted our local code will not be coordinated with the State Fire Code.

ATTACHMENTS:

Attachment A: Emergency Amendment of RMC 15.06 re. International Fire Code (2833121x7ACF2)

CODE

**CITY OF REDMOND
ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING REDMOND MUNICIPAL CODE CHAPTER 15.06, FIRE CODE, IN ORDER TO READOPT THE 2018 INTERNATIONAL FIRE CODE AND SUBSEQUENT STATE AMENDMENTS; DECLARING AN EMERGENCY AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, RCW 19.27.031 requires Washington cities and counties to enforce the edition of the International Fire Code adopted by the State Building Code Council; and

WHEREAS, on June 14, 2022, the State Building Code Council adopted the 2021 International Fire Code, as amended, and provided for an effective date for enforcement by cities and counties of July 1, 2023; and

WHEREAS, to provide for enforcement of the 2021 International Fire Code, the Redmond City Council adopted Ordinance No. 3121 on May 2, 2023, amending Chapter 15.06 of the Redmond Municipal Code (RMC) to adopt the 2021 International Fire Code, together with state and local amendments, to coincide with the effective date established by the State Building Code Council; and

WHEREAS, subsequent to the adoption of Ordinance No. 3121, the State Building Code Council delayed the effective date of its

adoption of the 2021 International Fire Code until October 29, 2023, thereby leaving the 2018 International Fire Code in place as the version adopted by the State Building Code Council until that date; and

WHEREAS, the Fire Department has therefore recommended that the City Council amend RMC Chapter 15.06 to readopt the 2018 International Fire Code rather than the 2021 International Fire Code pending further action by the State Building Code Council; and

WHEREAS, the Fire Department also recommends that certain amendments made by Ordinance No. 3121 that were not dependent on the 2021 International Fire Code adoption remain in place; and

WHEREAS, failure to make the amendments necessary to return the City's code to adoption of the 2018 International Fire Code will result in the City being out of compliance with state law; and

WHEREAS, leaving the 2021 International Fire Code in place in place would create confusion for staff, permit applicants, and the public as to which edition of the International Fire Code applies, the one adopted by the City or the one adopted by the State Building Code Council; and

WHEREAS, during the period in which the City's adoption of the 2021 International Fire Code remains in place, legal challenges

could be made to the City's codes and legal issues regarding the vesting of applications will arise, and

WHEREAS, the Redmond City Council has therefore determined that changing Chapter 15.06 to bring the same into compliance with state law is therefore an emergency that is necessary for the immediate preservation of the public health, public safety, public property, and public peace and the changes should take effect immediately upon adoption.

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

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

Section 2. Amendment of RMC 15.06. The following provisions of RMC 15.06 are hereby amended to read as set forth below:

Chapter 15.06
FIRE CODE*

Sections:

- 15.06.010 Short title.**
- 15.06.011 Adoption.**
- 15.06.012 Restrictions.**
- 15.06.013 Amendments.**
- 15.06.014 Reserved.**
- 15.06.015 Fire detection systems.**
- 15.06.016 Fire sprinkler systems.**

- 15.06.017** **Restricted access buildings.**
- 15.06.018** *Reserved.*
- 15.06.019** **New materials, processes or occupancies which may require permits.**
- 15.06.020** **Wellhead protection ordinance coordination.**
- 15.06.021** **Appeals.**
- 15.06.022** **Penalties and enforcement.**
- 15.06.023** **Building permit issuance and occupancy.**
- 15.06.024** **Nonconforming structures.**

Prior legislation: Ords. 1537, 1926, 2014, 2215.

Code reviser's note: This chapter was previously codified as Chapter 15.28 RMC.

* Formerly Chapter 20E.100 RCDG.

15.06.010 Short title.

This chapter and amendments hereto shall constitute the Redmond Fire Code and may be cited as such.

15.06.011 Adoption.

A. The International Fire Code, [2021] **2018** Edition, published by the International Code Council including Appendices B, F and I, together with the amendments, modifications, and exceptions in Washington Administrative Code Chapter 51-54A, excluding the changes to IFC Section 503, in their entirety as the same now exist or as they may be hereafter amended, except such portions as are hereinafter by this chapter deleted; modified; amended; or added to, are hereby adopted and incorporated as fully as if set out at length herein

15.06.012 Restrictions.

A. *Occupancies Prohibited.* No Group H, Division 1 occupancy as defined in Section [202] **307**, International Building Code, [2021] **2018** Edition, shall be permitted.

Exception: A Group H, Division 1 occupancy may be allowed when approved by the Chief and the Building Official and authorized by a valid fire code permit.

B. *Bulk Plants*. Bulk plants referred to in Section 5702 [~~and defined in Section 202,~~] of the International Fire Code, [2021] **2018** Edition, shall be prohibited throughout the City except in areas zoned Manufacturing Park (MP) or Industry (I) pursuant to the Redmond Zoning Code and shall be limited to underground storage only.

Exception: Unless prohibited by the City of Redmond wellhead protection ordinance or critical aquifer recharge area regulations.

C. *Liquefied Petroleum Gas Storage*. The limits referred to in Section 6104.2 of the International Fire Code, [2021] **2018** Edition, in which bulk storage of liquefied petroleum gas is restricted, are established throughout the City limits except areas zoned Manufacturing Park (MP) or Industry (I) pursuant to the Redmond Zoning Code.

D. *Flammable Cryogenic Fluids*. Flammable cryogenic fluids referred to in Section 5806 of the International Fire Code, [2021] **2018** Edition, shall be prohibited throughout the City except in areas zoned Manufacturing Park (MP) or Industry (I), or when approved by the Fire Code Official and the Building Official and authorized by a valid fire code permit.

~~[(E) ON-DEMAND MOBILE FUELING OPERATIONS REFERRED TO IN SECTION 5707 OF THE INTERNATIONAL FIRE CODE, 2021 EDITIONS, SHALL BE PROHIBITED THROUGHOUT THE CITY.]~~

15.06.013 Amendments.

A. The following are modifications or amendments to the International Fire Code, [2021] **2018** Edition, as adopted in RMC 15.06.011, and shall correspond to the context of said International Fire Code as if set out at length in their respective sections in lieu of or in addition to published sections or subsections. Where an amendment or modification replaces a published section or subsection, the published section or subsection shall be deemed void and deleted.

1. Amend 102.5 to read as follows:

102.5 Application of residential code.

Where structures are designed and constructed in accordance with the International Residential Code, including, without exception, all new licensed adult family homes in existing structures, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section [405.6] **105.7** apply.

2. Administrative, operational and maintenance provisions of this code ~~[and requirements of R.M.C 15.06.016]~~ shall apply.

2. Amend Section 102.7 to read as follows:

102.7 Referenced codes and standards.

The codes and standards referenced in this code shall be the Redmond Fire Department Standards and those that are listed in Chapter 80. Such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1; 102.7.2, and 102.7.3. Redmond Fire Department Standards shall constitute the primary reference document and guideline. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply.

3. Add Section 102.7.3 as follows:

102.7.3 Supplemental rules and regulations.

The fire code official is authorized to render interpretations of this code and to make and enforce rules and supplemental regulations in order to carry out the application and intent of its provisions. Such interpretations, rules, and regulations shall be known as the Redmond Fire Department Standards and shall be in conformance with the intent and purpose of this code and shall be available to the public during normal business hours.

4. Add Section 104.6.5 as follows:

104.6.5 Documentation of required maintenance

When required by the *fire code official* documentation of maintenance to fire safety features or systems required by this code shall be submitted to the fire code official in an approved method, manner, and form. Fees associated with such documentation shall be in accordance with the adopted fee schedule.

5. Amend Section ~~[104.12.2]~~ **104.11.2** to read as follows:

~~[104.12.2]~~ **104.11.2** Obstructing operations.

Persons shall not obstruct the operations of the fire department in connection with extinguishment, control, or investigation of any fire or actions relative to other emergencies or disobey any lawful command of the fire chief or officer of the fire department in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire department.

6. Add Section ~~[104.13]~~ **104.12** as follows:

~~[104.13]~~ **104.12** Assistance from other agencies.

Police and other enforcement agencies shall have authority to render necessary assistance in the enforcement of this code as requested by the fire code official.

7. Amend Section 105.2.3 to read as follows:

105.2.3 Time limitation of application.

An application for a permit for any proposed work or operation shall be deemed to have been abandoned 365 days after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that the fire code official is authorized to grant one or more extensions of time for additional periods not exceeding 365 days each. The extension shall be requested in writing and justifiable cause demonstrated.

8. Amend Section 105.3.1 to read as follows:

105.3.1 Expiration.

An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period of time as specified in the permit. Construction permits shall automatically become invalid unless the work authorized by such permit is commenced within 365 days after its issuance, or if the work authorized by such

permit is suspended or abandoned for a period of 365 days after the time the work is commenced. Before such work recommences, a permit shall be first obtained and the fee to recommence work, if any, shall be one-half the amount required for a new permit for such work; provided, that changes have not been made and will not be made in the original construction documents for such work, and provided further that such suspension or abandonment has not exceeded one year. Permits are not transferable and any change in occupancy, operation, tenancy or ownership shall require that a new permit be issued.

9. Amend Section 105.3.2 to read as follows:

105.3.2 Extensions.

A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under that permit where work is unable to be commenced within the time required by this section for good and satisfactory reasons. The *fire code official* is authorized to grant, in writing, one or more extensions of the time period of a permit for periods of not more than 365 days each. Such extensions shall be requested by the permit holder in writing and justifiable cause demonstrated.

10. Amend Section ~~[105.5.25]~~ **105.6.23** to read as follows:

~~[105.5.25]~~ **105.6.23** Hot-work operations.

An operational permit is required for hot-work including, but not limited to:

1. Public exhibitions and demonstrations where hot-work is conducted.
2. Use of portable hot-work equipment inside a structure.

Exception 1: Work that is conducted under a construction permit.

Exception 2: Less than 16 ounces in self-contained, handheld devices that do not allow gas flow or flame when the trigger is released.

3. Fixed-site hot-work equipment such as welding booths.

4. Hot-work conducted within a wildfire risk area.

5. Application of roof coverings with the use of an open-flame device.

6. When approved, the fire code official shall issue a permit to carry out a hot work program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in Chapter 35. These permits shall be issued only to their employees or hot-work operations under their supervision.

11. Amend Section [~~105.5.29~~] **105.6.27** to read as follows:

~~[105.5.29]~~ **105.6.27** LP-gas.

An operational permit is required for:

1. Storage and use of LP-gas.

Exception 1: A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less or multiple container systems having an aggregate quantity not exceeding 500 gallons (1893 L) serving occupancies in Group R-3.

Exception 2: In other than R-3 occupancies, a permit is not required in noncommercial outdoor use of propane barbecue grills.

2. Operation of cargo tankers that transport LP-gas.

12. Amend Section [~~105.5.32~~] **105.6.30** to read as follows:

~~[105.5.32]~~ **105.6.30** Mobile food preparation vehicles.

A permit is required for food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas or CNG systems. A permit issued from a public fire agency approved by the fire code official may be accepted in lieu of a Redmond Fire Department operational permit.

13. Amend Section ~~[105.5.45]~~ **105.6.43** to read as follows:

~~[105.5.45]~~ **105.6.43** Repair garages.

An operational permit is required for the operation of repair garages.

14. Repealed.

[14] **15.** Add Section ~~[105.5.53]~~ **105.6.51** to read as follows:

~~[105.5.53]~~ **105.6.51** Fire alarm systems.

A fire alarm operational permit is required to operate all fire alarm systems required by Chapter 9 or RMC 15.06.015.

Point of Information: This requirement will apply to all systems effective January 1, 2021.

16. Add Section 105.6.52, Emergency responder radio coverage system, as follows:

105.6.52 Emergency responder radio coverage system.

An operational permit is required to operate an emergency responder radio coverage system as prescribed in Section 510.

[15] **17.** Amend Section ~~[105.6.3]~~ **105.7.5** to read as follows:

~~[105.6.3]~~ **105.7.5** Cryogenic fluids.

A construction permit is required for installation of or alteration to stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table ~~[105.5.11]~~ **105.6.10**. Maintenance performed in accordance with this code is not considered an alteration and does not require a construction permit.

[16] **18.** Amend Section ~~[105.6.19]~~ **105.7.20** as follows:

~~[105.6.19]~~ **105.7.20** Smoke control or smoke exhaust systems.

Construction permits are required for installation of or alteration to smoke control or smoke exhaust systems regulated by Chapter 9. Maintenance performed in accordance with this code is not considered to be an alteration and does not require a permit.

[147] **19.** Add Section [105.6.26] **105.7.27** as follows:

[105.6.26] **105.7.27** HPM facilities.

A construction permit is required to install equipment or facilities that store, handle, or use hazardous production materials.

[148] **20.** Add Section [105.6.27] **105.7.28** as follows:

[105.6.27] **105.7.28** Refrigeration equipment.

A construction permit is required to install a mechanical refrigeration unit or system regulated by Chapter 6 of the IFC.

[149] **21.** Add Section [105.6.28] **105.7.29** as follows:

[105.6.28] **105.7.29** Places of assembly.

A construction permit is required for all new place of assembly uses.

22. Amend Section 108.6 as follows:

108.6 Overcrowding.

Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The fire code official, upon finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to direct actions be taken to reduce the overcrowding or to cause the event to be stopped until such condition or obstruction is corrected.

[20. AMEND SECTION 111 AS FOLLOWS:

111.1 APPEALS

WHENEVER THE FIRE CODE OFFICIAL OR DESIGNEE DISAPPROVES AN APPLICATION OR REFUSES TO GRANT A PERMIT APPLIED FOR, OR WHEN IT IS CLAIMED THAT THE PROVISIONS OF THE CODE DO NOT APPLY OR THAT THE TRUE INTENT AND MEANING OF THE CODE HAS BEEN MISCONSTRUED OR WRONGLY INTERPRETED, THE APPLICANT MAY APPEAL TO THE CHIEF OF THE FIRE DEPARTMENT IN ACCORDANCE WITH THE PROCEDURES FOR TYPE 1 REVIEW, RZC 21.76.060(D). APPEALS FROM THE DECISIONS OF THE CHIEF TO THE HEARING EXAMINER SHALL BE MADE AS PRESCRIBED IN RZC 21.76.060(D)(4).

111.2 LIMITATIONS ON AUTHORITY: SECTION NOT ADOPTED

111.3 QUALIFICATIONS: SECTION NOT ADOPTED

111.4 ADMINISTRATION: SECTION NOT ADOPTED

[24] **23.** Add Section [114.8] **111.5** as follows:

[114.8] **111.5** Fire- or explosion-damaged buildings.

The owner, occupant, or other person having under his control any property or materials on a property damaged by fire or explosion shall, when ordered by the fire chief, immediately secure the property against entry or unauthorized access by the public, by boarding up all openings, fencing, barricading or utilizing other appropriate measures. Within 30 days after written notice to do so has been served, all debris and/or damaged materials shall be removed from the property and proof furnished that contractual arrangements have been made for prompt demolition, replacement, or repair of all fire- or explosion-damaged structures remaining on the property involved in the fire or explosion.

[22] **24.** Add/amend Section 202 as follows:

1. Amend the definition(s) of "Facility" and "High-Rise Buildings" to read as follows:

FACILITY.

A building or use in a fixed location including exterior storage areas for flammable and combustible substances and hazardous materials, piers, wharves, tank farms, parks, plazas, sport fields, or other public assembly areas and similar uses. This term includes recreational vehicles, mobile home and manufactured housing parks, sales, and storage lots.

HIGH-RISE BUILDINGS:

A building with an occupied floor or occupied roof located more than 75 feet (22,860 mm) above the lowest level of fire department vehicle access.

[23] **25.** Amend Section 307.1 to read as follows:

307.1 General.

A person shall not kindle or maintain, or authorize to be kindled or maintained, any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5, see also Chapter 173-425 WAC.

[24] **26.** Amend Section 307.4.2 to read as follows:

307.4.2 Recreational fires.

Recreational fires shall not be conducted within 50 feet (15,240 mm) of a structure or combustible material. Conditions that could cause a fire to spread within 50 feet (15,240 mm) of a structure shall be eliminated prior to ignition.

[25] **27.** Amend Section 307.4.3 to read as follows:

307.4.3 Portable outdoor fireplaces.

Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

[26] **28.** Add Section 503.1.1.1 to read as follows:

503.1.1.1 Extent of access.

The fire apparatus access roadway shall extend to within 50 feet of at least 25 percent of the perimeter of the building. Where access roadway cannot be provided, the fire code official is authorized to require an approved fire protection system or systems as provided in RMC 15.06.017.

Exception: Detached one- and two-family dwelling units.

[27] **29.** Add Section 503.1.1.2 to read as follows:

503.1.1.2 Easements.

When directed by the fire code official, emergency vehicle access routes or areas, including emergency vehicle operations areas, turnarounds, overhang areas, firefighter access, emergency egress, or similar, that are not within a public right-of-way shall be maintained in an approved and recorded emergency vehicle access and/or firefighter access easement.

~~[28. ADD SECTION 503.1.4 TO READ AS FOLLOWS:~~

~~503.1.4 EMERGENCY MEDICAL ACCESS.~~

~~WHEN AN ELEVATOR IS REQUIRED IN A BUILDING, ACCESS FOR AID OR MEDIC VEHICLES SHALL BE PROVIDED AS FOLLOWS OR AS APPROVED BY THE FIRE CODE OFFICIAL:~~

~~1. VEHICULAR ACCESS SHALL BE PROVIDED TO A DEDICATED PARKING SPACE THAT IS LOCATED WITHIN 75 FEET (22,860 MM) OF TRAVEL DISTANCE TO A 4 FT. BY 7 FT. ELEVATOR THAT SERVES EACH FLOOR OR AREA OF A STRUCTURE.~~

~~2. THE PATH FROM THE PARKING SPACE TO THE ELEVATOR SHALL NOT CONTAIN STAIRS, OBSTRUCTIONS, OR GRADE CHANGES THAT PREVENT THE SAFE USE OF A STRETCHER.~~

~~3. WHEN THE PARKING SPACE IS PROVIDED WITHIN A STRUCTURE OR PARKING GARAGE, THE MINIMUM CLEAR HEIGHT SHALL BE AS SPECIFIED BY THE FIRE CODE~~

~~OFFICIAL BUT NOT LESS THAN 10 FEET. IF THIS SPACE IS PROVIDED ALONG A STREET THE MINIMUM LENGTH OF THE PARKING SPACE SHALL BE NOT LESS THAN 30 FEET (9,140 MM).~~

~~4. THE MINIMUM WIDTH AND TURNING RADII SHALL BE THE SAME AS OTHER REQUIRED FIRE ACCESS UNLESS APPROVED BY THE FIRE CODE OFFICIAL.]~~

[29] **30.** Add Section 503.2.7.1 as follows:

503.2.7.1 Maximum grade.

All required access roadways shall be constructed so that the maximum gradient is 10 percent. Where this requirement cannot be met, the fire code official is authorized to require approved safeguards as identified in RMC 15.06.017.

[30] **31.** Amend Section 503.2.8 to read as follows:

503.2.8 Angles of approach and departure.

The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department's apparatus. No access roadway or access road approach to a public way shall have an arc higher than 12 inches in less than 20 feet. Where these requirements cannot be provided, the fire code official is authorized to require approved safeguards as identified in RMC 15.06.017.

[34] **32.** Amend Section 503.4 as follows:

503.4 Obstructions of fire lanes and fire apparatus access roads.

Fire lanes and fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 shall be maintained at all times. The fire chief shall have the power and authority to remove or cause to be removed without notice, any vehicle, vessel, or thing parked or placed in violation of Section 503.4 of the International Fire Code. The fire chief may direct a property owner or property

manager of a commercial or multifamily development to have such vehicles towed and/or contract with a towing company to have such vehicles towed when necessary to maintain fire access unobstructed. The owner of any item so removed shall be responsible for all towing, storage, and other charges connected therewith.

[32] **33.** Add Section 505.3 to read as follows:

505.3 Street and road designations. Street and road designations shall be as determined and assigned by the fire chief.

34. Add Section 503.1.4 to read as follows:

503.1.4 Emergency medical access.

When an elevator is required in a building, access for aid or medic vehicles shall be provided as follows or as approved by the fire code official:

1. Vehicular access shall be provided to a dedicated parking space that is located within 75 feet (22,860 mm) of travel distance to a 4 ft. by 7 ft. elevator that serves each floor or area of a structure.

2. The path from the parking space to the elevator shall not contain stairs, obstructions, or grade changes that prevent the safe use of a stretcher.

3. When the parking space is provided within a structure or parking garage, the minimum clear height shall be as specified by the fire code official but not less than 10 feet. If this space is provided along a street the minimum length of the parking space shall be not less than 30 feet (9,140 mm).

4. The minimum width and turning radii shall be the same as other required fire access unless approved by the fire code official.]

[33] **35.** Amend Section 507.5 to read as follows:

507.5 Fire hydrant systems.

Fire hydrant systems along public or private roads shall comply with Sections 507.5.1 through 507.5.6. Hydrant spacing in commercial and multifamily shall be 300 feet (91,440 mm) on-center; hydrant spacing for single-family residences shall be 600 feet (182,880 mm) on center.

[34] **36.** Amend Section 507.5.1 to read as follows:

507.5.1 Where required.

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than ~~[300]~~ **150** feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For group R-3, Group U and one- and two-family dwellings, the distance requirement shall be ~~[450]~~ **300** feet (91,440 mm).
2. For Group R-3, Group U, and one- and two-family dwellings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3, the distance requirement shall be 600 feet (182,880 mm).

[35] **37.** Amend Section 507.5.1.1 to read as follows:

507.5.1.1 Hydrant for sprinkler and standpipe systems.

Buildings equipped with a sprinkler or standpipe system installed in accordance with Section 903 or 905 shall have a fire hydrant within 40 feet of the fire department connections.

Exception: The distance shall be permitted to exceed 40 feet where approved by the fire code official.

[36] **38.** Replace the existing language in Section 510 with the following:

510.1 Emergency responder radio coverage in new buildings.

Approved radio coverage for emergency responders shall be provided within buildings meeting any of the following conditions:

1. High rise buildings;
2. The total building area is 50,000 square feet or more;
3. The total basement area is 10,000 square feet or more; or
4. There are floors used for human occupancy more than 30 feet below the finished floor of the lowest level of exit discharge.
5. Buildings or structures where the fire or police chief determines that in-building radio coverage is critical because of its unique design, location, use or occupancy.

The radio coverage system shall be installed in accordance with Sections 510.4 through 510.5.5 of this code and with the provisions of NFPA 1221 (2019). This section shall not require improvement of the existing public safety communication systems.

Exceptions:

1. Buildings and areas of buildings that have minimum radio coverage signal strength levels of the King County regional 800 MHz radio system within the building in accordance with Section 510.4.1 without the use of a radio coverage system.
2. In facilities where emergency responder radio coverage is required and such systems, components, or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.
3. One- and two-family dwellings and townhouses.
4. Subject to the approval of the fire code official, buildings other than high-rise buildings, colleges, universities, and buildings primarily occupied by

Group E or I occupancies that have completed a mobile emergency responder radio coverage application and submitted payment as outlined in the application.

510.2 Emergency responder radio coverage in existing buildings.

Existing buildings shall be provided with approved radio coverage for emergency responders as required in Chapter 11.

510.3 Permit required.

A construction permit for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

510.4 Technical requirements.

Systems, components, and equipment required to provide the emergency responder radio coverage system shall comply with Sections 510.4.1 through 510.4.2.8.

510.4.1 Emergency responder communication enhancement system signal strength.

The building shall be considered to have acceptable emergency responder communications enhancement system coverage when signal strength measurements in 95 percent of all areas on each floor of the building meet the signal strength requirements in Sections 510.4.1.1 through 510.4.1.3.

Exception: Critical areas, such as the fire command center(s), the fire pump room(s), interior exit stairways, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas required by the fire code official, shall be provided with 99 percent floor area radio coverage.

510.4.1.1 Minimum signal strength into the building.

The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a minimum of -95 dBm in 95% of the coverage area

and 99% in critical areas and sufficient to provide not less than a delivered audio quality (DAQ) of 3.0 or an equivalent signal-to-interference-plus-noise ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.1.2 Minimum signal strength out of the building.

The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.0 or an equivalent SINR applicable to the technology for either analog or digital signals. A minimum signal strength of -95 dBm shall be received by the King County regional 800 MHz radio system when transmitted from within the building.

510.4.1.3 System performance. Signal strength shall be sufficient to meet the requirements of the applications being utilized by public safety for emergency operations through the coverage area as specified by the radio system manager in Section 510.4.2.2.

510.4.2 System design.

The emergency responder radio coverage system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.8 and NFPA 1221 (2019).

510.4.2.1 Amplification systems and components.

Buildings and structures that cannot support the required level of radio coverage shall be equipped with systems and components to enhance the public safety radio signals and achieve the required level of radio coverage specified in Sections 510.4.1 through 510.4.1.3. Public safety communications enhancement systems utilizing radio-frequency-emitting devices and cabling shall be allowed by the public safety radio system operator. Prior to installation, all radio frequency (RF)-emitting devices shall have the certification of the radio licensing authority and be suitable for public safety use.

510.4.2.2 Technical criteria.

The public safety radio system operator shall provide the various frequencies required, the location of radio sites, the effective radiated power of radio sites, the maximum propagation delay in microseconds, the applications being used and

other supporting technical information necessary for system design upon request by the building owner or owner's representative.

510.4.2.3 Power supply sources.

Emergency responder radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the emergency responder radio coverage system at 100-percent system capacity for a duration of not less than 12 hours.

510.4.2.4 Signal booster requirements.

If used, signal boosters shall meet the following requirements:

1. All signal booster components shall be contained in a National Electrical Manufacturer's Association (NEMA) 4 IP66-type waterproof cabinet or equivalent.

Exception: Listed battery systems that are contained in integrated battery cabinets.

2. Battery systems used for the emergency power source shall be contained in a NEMA 3R or higher-rated cabinet, IP65-type waterproof cabinet or equivalent.
3. Equipment shall have FCC or other radio licensing authority certification and be suitable for public safety use prior to installation.
4. Where a donor antenna exists, isolation shall be maintained between the donor antenna and all inside antennas to not less than 20 dB greater than the system gain under all operating conditions.
5. Bidirectional amplifiers (BDAs) used in emergency responder radio coverage systems shall be fitted with anti-oscillation circuitry and per-channel AGC.
6. The installation of amplification systems or systems that operate on or provide the means to cause interference on any emergency responder

radio coverage networks shall be coordinated and approved by the public safety radio system operator.

7. Unless otherwise approved by the public safety radio system operator, only channelized signal boosters shall be permitted.

Exception: Broadband BDAs may be utilized when specifically authorized in writing by the public safety radio system operator.

510.4.2.5 System monitoring.

The emergency responder radio enhancement system shall include automatic supervisory and trouble signals that are monitored by a supervisory service and are annunciated by the fire alarm system in accordance with NFPA 72. The following conditions shall be separately annunciated by the fire alarm system, or, if the status of each of the following conditions is individually displayed on a dedicated panel on the radio enhancement system, a single automatic supervisory signal may be annunciated on the fire alarm system indicating deficiencies of the radio enhancement system:

1. Loss of normal AC power supply.
2. System battery charger(s) failure.
3. Malfunction of the donor antenna(s).
4. Failure of active RF-emitting device(s).
5. Low-battery capacity at 70-percent reduction of operating capacity.
6. Active system component malfunction.
7. Malfunction of the communications link between the fire alarm system and the emergency responder radio enhancement system.

510.4.2.6 Additional frequencies and change of frequencies.

The emergency responder radio coverage system shall be capable of modification or expansion in the event frequency changes are required by the Federal Communications Commission (FCC) or other radio licensing authority or additional frequencies are made available by the FCC or other radio licensing authority.

510.4.2.7 Design documents.

The fire code official shall have the authority to require as-built design documents and specifications for emergency responder communications coverage systems. The documents shall be in a format acceptable to the fire code official.

510.4.2.8 Radio communication antenna density.

Systems shall be engineered to minimize the near-far effect. Radio enhancement system designs shall include sufficient antenna density to address reduced gain conditions.

Exceptions:

1. Class A narrow band signal booster devices with independent AGC/ALC circuits per channel.
2. Systems where all portable devices within the same band use active power control.

510.5 Installation requirements.

The installation of the public safety radio coverage system shall be in accordance with NFPA 1221 and Sections 510.5.1 through 510.5.7.

510.5.1 Approval prior to installation.

Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC or other radio licensing authority shall not be installed without prior coordination and approval of the public safety radio system operator.

510.5.2 Minimum qualifications of personnel.

The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC-issued general radio telephone operators license.
2. Certification of in-building system training issued by an approved organization or approved school, or a certificate issued by the manufacturer of the equipment being installed.

510.5.3 Acceptance test procedure.

Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is in accordance with Section 510.4.1. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal test areas with a maximum test area size of 6,400 square feet. Where the floor area exceeds 128,000 square feet, the floor shall be divided into as many approximately equal test areas as needed such that no test area exceeds the maximum square footage allowed for a test area.
2. Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for each of the test grids. A diagram of this testing shall be created for each floor where coverage is provided, indicating the testing grid used for the test in Section 510.5.3(1) and including signal strengths and frequencies for each test area. Indicate all critical areas.
3. Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use digital audible quality (DAQ) metrics, where a passing result is a DAQ of 3 or higher. Communications between handsets shall be tested and recorded in the grid square diagram required by section 510.5.3(2): each grid square on each floor; between each critical area and a radio outside the building; between each critical area and the fire command center or fire alarm control panel; between each landing in each stairwell and the fire command center or fire alarm control panel.
4. Failure of more than 5% of the test areas on any floor shall result in failure of the test.

Exception: Critical areas shall be provided with 99 percent floor area coverage.

5. In the event that two of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal

test areas. Failure of not more than two nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95-percent coverage requirement.

6. A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire test area. Failure in the selected test location shall be considered to be a failure of that test area. Additional test locations shall not be permitted.
7. The gain values of all amplifiers shall be measured, and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
8. As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and at subsequent annual inspections.
9. Systems incorporating Class B signal booster devices or Class B broadband fiber remote devices shall be tested using two portable radios simultaneously conducting subjective voice quality checks. One portable radio shall be positioned not greater than 10 feet (3048 mm) from the indoor antenna. The second portable radio shall be positioned at a distance that represents the farthest distance from any indoor antenna. With both portable radios simultaneously keyed up on different frequencies within the same band, subjective audio testing shall be conducted and comply with DAQ levels as specified in Sections 510.4.1.1 and 510.4.1.2.
10. Documentation maintained on premises.

At the conclusion of the testing and prior to issuance of the building certificate of occupancy, the building owner or owner's representative shall place a copy

of the following records in the DAS enclosure or the building engineer's office. The records shall be available to the fire code official and maintained by the building owner for the life of the system:

- a. A certification letter stating that the emergency responder radio coverage system has been installed and tested in accordance with this code and that the system is complete and fully functional.
- b. The grid square diagram created as part of testing in Sections 510.5.3(2) and 510.5.3(3).
- c. Data sheets and/or manufacturer specifications for the emergency responder radio coverage system equipment, backup battery, and charging system (if utilized).
- d. A diagram showing device locations and wiring schematic.
- e. A copy of the electrical permit.

11. Acceptance test reporting to fire code official.

At the conclusion of the testing, and prior to issuance of the building certificate of occupancy, the building owner or owner's representative shall submit to the fire code official a report of the acceptance test in an approved manner.

510.5.4 FCC compliance.

The emergency responder radio coverage system installation and components shall comply with all applicable federal regulations including, but not limited to, FCC 47 CFR Part 90.219.

510.5.5 Mounting of the donor antenna(s).

To maintain proper alignment with the system designed donor site, donor antennas shall be permanently affixed on the highest possible position on the building or where approved by the fire code official. A clearly visible sign shall be placed near the antenna stating, "movement or repositioning of this antenna is prohibited without approval from the fire code official." The antenna installation shall be in

accordance with the applicable requirements in the International Building Code for weather protection of the building envelope.

510.5.6 Wiring.

The backbone, antenna distribution, radiating, or any fiber-optic cables shall be rated as plenum cables. The backbone cables shall be connected to the antenna distribution, radiating, or copper cables using hybrid coupler devices of a value determined by the overall design. Backbone cables shall be routed through an enclosure that matches the building's required fire-resistance rating for shafts or interior exit stairways. The connection between the backbone cable and the antenna cables shall be made within an enclosure that matches the building's fire-resistance rating for shafts or interior exit stairways, and passage of the antenna distribution cable in and out of the enclosure shall be protected as a penetration per the International Building Code.

510.5.7 Identification signs.

Emergency responder radio coverage systems shall be identified by an approved sign located on or near the fire alarm control panel or other approved location stating "This building is equipped with an emergency responder radio coverage system. Control equipment located in room". A sign stating "Emergency Responder Radio Coverage System Equipment" shall be placed on or adjacent to the door of the room containing the main system components.

510.6 Maintenance.

The emergency responder radio coverage system shall be maintained operational at all times in accordance with Sections 510.6.1 through 510.6.7.

510.6.1 Testing and proof of compliance.

The owner of the building or owner's authorized agent shall have the emergency responder radio coverage system inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following items:

1. In-building coverage test as required by the fire code official as described in Section 510.5.3 "Acceptance test procedure" or 510.6.1.1 "Alternative in-building coverage test".

Exception: Group R Occupancy annual testing is not required within dwelling units.

2. Signal boosters shall be tested to verify that the gain/output level is the same as it was upon initial installation and acceptance or set to optimize the performance of the system.
3. Backup batteries and power supplies shall be tested under load of a period of 1 hour to verify that they will properly operate during an actual power outage. If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
4. If a fire alarm system is present in the building, a test shall be conducted to verify that the fire alarm system is properly supervising the emergency responder communication system as required in Section 510.4.2.5. The test is performed by simulating alarms to the fire alarm control panel. The certifications in Section 510.5.2 are sufficient for the personnel performing this testing.
5. Other active components shall be checked to verify operation within the manufacturer's specifications.
6. At the conclusion of the testing, a report, which shall verify compliance with Section 510.6.1, shall be submitted to the fire code official in an approved manner.
7. At the conclusion of testing, a record of the inspection and maintenance along with an updated grid diagram of each floor showing tested strengths in each grid square and each critical area shall be added to the documentation maintained on the premises in accordance with Section 510.5.3.

510.6.1.1 Alternative in-building coverage test.

When the comprehensive test documentation required by Section 510.5.3 is available or the most recent full five-year test results are available if the system is older than six years, the in-building coverage test required by the fire code official in Section 510.6.1(1), may be conducted as follows:

1. Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use digital audible quality (DAQ) metrics, where a passing result is a DAQ of 3 or higher. Communications between handsets in the following locations shall be tested: between the fire command center or fire alarm control panel and a location outside the building; between the fire alarm control panel and each landing in each stairwell.
2. Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for:
 - a. Three grid areas per floor. The three grid areas to be tested on each floor are the three grid areas with poorest performance in the acceptance test or the most recent annual test, whichever is more recent; and
 - b. Each of the critical areas identified in acceptance test documentation required by Section 510.5.3 or as modified by the fire code official, and
 - c. One grid square per serving antenna.
3. The test area boundaries shall not deviate from the areas established at the time of the acceptance test or as modified by the fire code official. The building shall be considered to have acceptable emergency responder radio coverage when the required signal strength requirements in 510.4.1.1 and 510.4.1.2 are located in 95 percent of all areas on each floor of the building and 99 percent in critical areas, and any nonfunctional serving antenna are repaired to function within normal ranges. If the documentation of the acceptance test or most recent previous annual test results are not available or acceptable to the fire code official, the radio coverage verification testing described in 510.5.3 shall be conducted.

510.6.2 Additional frequencies.

The building owner shall modify or expand the emergency responder radio coverage system at his or her expense in the event frequency changes are required by the FCC or other radio licensing authority or additional frequencies are made available by the FCC public safety radio system operator or FCC license holder. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this section.

510.6.3 Nonpublic safety system.

Where other nonpublic safety amplification systems installed in buildings reduce the performance or cause interference with the emergency responder communications coverage system, the nonpublic safety amplification system shall be corrected or removed.

510.6.4 Field testing.

Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage or to disable a system that due to malfunction or poor maintenance has the potential to impact the emergency responder radio system in the region.

[37] **39.** Amend Section [605.4] **603.3** to read as follows:

[605.4] **603.3** Fuel oil storage systems.

Fuel oil storage systems ~~[FOR BUILDING HEATING SYSTEMS]~~ shall be installed ~~[AND MAINTAINED]~~ in accordance with this code. ~~[TANKS AND PIPING]~~ Fuel oil piping systems shall be installed in accordance with ~~[CHAPTER 13 OF]~~ the International Mechanical Code. Secondary containment shall be provided for all new installations of storage tanks and associated piping.

Exception: Piping that is integral to the fuel-fired appliance.

[38] **40.** Amend Section 901.4.1 to read as follows:

901.4.1 Required fire protection systems.

Fire protection ~~[AND LIFE SAFETY]~~ systems required by this code or the International Building Code shall be installed, repaired, operated, tested, and maintained in accordance with this code. A fire protection ~~[OR LIFE SAFETY]~~ system for which a design option, exception, or reduction to the provisions of this code or the International Building Code has been granted shall be considered a required system. The Redmond Fire Department Standards applicable to the particular system shall constitute the primary reference document.

[39] **41.** Amend Section 901.7 to read as follows:

901.7 Systems out of service.

Where a fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service.

Where utilized, fire watches shall be provided with at least one approved means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

~~[EXCEPTION: FACILITIES WITH AN APPROVED NOTIFICATION AND IMPAIRMENT MANAGEMENT PROGRAM. THE NOTIFICATION AND IMPAIRMENT PROGRAM FOR WATER-BASED FIRE PROTECTION SYSTEMS SHALL COMPLY WITH NFPA 25.]~~

[40] **42.** Add Section 901.11 to read as follows:

901.11 Problematic fire protection systems:

In the event of repeated system malfunctions or maintenance related activations, the fire code official may declare the system to be a problematic system and is authorized to direct corrective action to be taken. The fire code official is authorized

to have the fire protection system taken out of service. The procedures found in Section 901.7 "Systems out of service" shall be followed.

[41] **43.** Amend Section 903.2 to read as follows:

903.2 Where required.

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Redmond Municipal Code Section 15.06.016 and IFC Sections 903.2.1 through 903.2.12.

[42] **44.** Add Section 903.3.9 as follows:

903.3.9 Fire sprinkler and standpipe main/express drains.

Fire sprinkler and standpipe main/express drains shall be positioned to drain to the sanitary sewer. Additionally, maintenance or testing discharges from fire pumps shall be treated in order to comply with the National Pollution Discharge Elimination System (NPDES) requirements.

Exception: This requirement does not apply to systems installed in one- and two-family dwellings and townhomes.

[43] **45.** Amend Section 903.4.2 to read as follows:

903.4.2 Alarms.

Approved audible and visible alarm notification appliances shall be provided for every automatic sprinkler system in accordance with Section 907 and throughout areas designated by the fire code official. Sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, activation of the automatic sprinkler system shall activate the building fire alarm system.

Exception: With approval of the fire code official, audible and visible alarm notification appliances may be omitted for approved residential sprinkler systems in 1- or 2-dwelling units if not otherwise specifically required.

[44] **46.** Amend Section 903.4.3 to read as follows:

903.4.3 Floor control valves.

Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor. The floor control valves shall be located within interior exit stairways and within 6 feet of floors or landings unless chains or other readily approved devices are readily available.

Exceptions:

1. In buildings without interior exit stairways, the location of the floor control valves shall be determined by the fire code official.
2. Approved domestically supplied local systems with 10 heads or less.
3. Approved residential sprinkler systems for 1 or 2 dwelling units if not otherwise specifically required.

[45] **47.** Amend Section 905.3.1 as follows:

905.3.1 Height.

Class I standpipe systems shall be installed throughout buildings where any of the following conditions exist:

~~[1. THREE OR MORE STORIES ARE ABOVE OR BELOW THE LOWEST LEVEL OF THE FIRE DEPARTMENT VEHICLE ACCESS.]~~

~~[2.]~~**1.** Where the floor level of the highest story is located more than 30 feet (9,144 mm) above the lowest level of the fire department vehicle access.

~~[3.]~~**2.** Where the floor level of the lowest story is located more than 30 feet (9,144 mm) below the highest level of fire department vehicle access.

~~[4. BASEMENTS GREATER THAN 20,000 SQUARE FEET.]~~

~~[5. MULTIPLE LEVELS OF BELOW GRADE PARKING.]~~

Exception: In determining the lowest level of fire department vehicle access, it shall not be required to consider:

1. Recessed loading docks for four vehicles or less, and
2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

~~[46. AMEND SECTION 905.3.8 AS FOLLOWS:~~

~~905.3.8 LANDSCAPED ROOFS AND COURTYARDS.~~

~~BUILDINGS OR STRUCTURES THAT HAVE LANDSCAPED ROOFS OR COURTYARDS AND THAT ARE EQUIPPED WITH A STANDPIPE SYSTEM SHALL HAVE THE STANDPIPE SYSTEM EXTENDED SO THAT ALL PORTIONS OF THE ROOF LEVEL OR COURTYARD ON WHICH THE LANDSCAPED ROOF OR COURTYARD IS LOCATED IS REACHABLE FROM A HOSE CONNECTION BY A 30 FOOT HOSE STREAM FROM A NOZZLE ATTACHED TO 150 FEET OF HOSE.]~~

[47] **48.** Add Section 905.3.9 to read as follows:

905.3.9 High-rise building standpipes.

High-rise standpipe risers shall be combination standpipe/sprinkler risers using a minimum pipe size of 6 inches. One 2 1/2-inch hose connection shall be provided on every intermediate floor level landing in every required stairway and elsewhere as required by NFPA 14.

Where and only where static or residual water pressures at any hose outlet exceeds 175 psi (1207 kPa), approved pressure regulating devices (PRV) shall be installed to limit the pressure to a range between 125 and 175 psi at not less than 300 gpm.

The pressure on the inlet side of the pressure-regulating device shall not exceed the rated working pressure of the device. An additional nonregulated hose connection located directly below the PRV or an equally sized bypass around the PRV with a

normally closed control valve shall be provided at each reduced pressure connection. Each nonregulated hose connection shall be labeled "High Pressure-No PRV". Each sign shall have 1/2-inch white letters on a red background.

[48] **49** Add Section 905.3.10 as follows:

905.3.10 Vertical standpipes served by fire pumps in high-rise buildings.

Where vertical standpipes are served by fire pumps, a check valve shall be installed at the base of each vertical standpipe.

[49] **50**. Amend Section 907.1 as follows:

907.1 General

Redmond Municipal Code 15.06.015 and this section cover[~~S~~] the application, installation, performance, and maintenance of fire alarm systems and their components in new and existing buildings and structures. The requirements of Section 907.2 are applicable to new buildings and structures. The requirements of 907.9 are applicable to existing buildings and structures. Redmond Fire Department Standard 9.00, Automatic Alarm Systems, applies to all required systems.

[50] **51**. Amend Section 907.2 to read as follows:

907.2 Where required – New buildings and structures.

An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures where there is a required sprinkler system, except one- and two-family dwellings as defined in the International Residential Code and in accordance with Sections 907.2.1 through 907.23, and provide occupant notification in accordance with Section 907.5 unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal to fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow

elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

Exception: The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.

[51] **52.** Amend Section 1011.12.2 as follows:

1011.12.2 Roof access.

Where a stairway is provided to a roof, access to the roof shall be provided through a penthouse complying with Section ~~[1511.2]~~ **1510.2** of the International Building Code.

Exception: In buildings without an occupied roof, access to the roof shall be permitted to be a roof hatch or trap door not less than 16 square feet in area and having a minimum dimension of 3 feet.

[52] **53.** Amend Section 1103.2 as follows:

1103.2 Emergency responder radio system coverage in existing buildings.

Buildings constructed prior to the implementation of this code shall not be required to comply with the emergency responder coverage provisions except as follows:

1. Whenever an existing wired communication system cannot be repaired or is being replaced.
2. Buildings identified in Section 510.1 undergoing substantial alteration as determined by the fire code official.
3. When buildings, classes of buildings or specific occupancies do not have minimum radio coverage signal strength as identified in Section 510.4.1 and the fire or police chief determines that lack of minimum signal strength poses an undue risk to emergency responders that cannot be reasonably mitigated by other means.

Exception: Where it is determined by the fire code official that the radio coverage system is not needed.

[53] **54.** Amend Section 1103.8.1 to read as follows:

1103.8.1 Where required.

Existing group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Section [907.2.11] **907.2.10**. Interconnection and power sources shall be in accordance with sections 1103.8.2 and 1103.8.3, respectively.

Exception: Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

[54] **55.** Add Section 1103.11 as follows:

1103.11 Building information card.

An approved building information card shall be located in each fire command center that includes, but is not limited to, all of the following information:

1. General building information.

Includes the property name, address, the number of floors in the building above- and below- grade, use and occupancy classification (for mixed-use buildings, the different types of occupancies on each floor should be specified) and the estimated building population during the day, night, and weekends.

2. Building emergency contact information.

Includes the building's emergency contacts, including, but not limited to the building manager; building engineer; and their respective work phone numbers, cell phone numbers, and e-mail addresses.

3. Building construction information.

Includes the type of building construction, including, but not limited to, the floors, walls, columns, and roof assembly.

4. Exit stairway information.

Includes the number of exit access stairways and exit stairways in building; each exit access stairway and exit stairway designation and floors served; the location where

each exit access stairway and exit stairway discharges; interior pressurized exit stairways; exit stairways provided with emergency lighting; exit stairways that allow reentry; exit stairways providing roof access; elevator information that includes the number of elevator banks, elevator bank designation, elevator car numbers and respective floors that they serve, the location of elevator machine rooms, control rooms and control spaces; location of sky lobby; and location of freight elevator banks;

5. Building services and system information.

Building services and system information that includes the location of mechanical rooms, the location of the building management system, the location and capacity of all fuel oil tanks, the location of emergency generator(s), and the location(s) of natural gas service.

6. Fire protection system information.

Fire protection system information that includes the location of standpipes, the location of the fire pump room, the location of fire department connections, the floors protected by automatic sprinklers and location of different types of automatic sprinkler systems installed including but not limited to dry, wet, and pre-action systems.

7. Hazardous material information.

Hazardous material information that includes the location and quantities of hazardous materials.

56. Amend Chapter 3308.2 as follows:

3308.2 Program superintendent.

The owner shall designate a person to be the fire prevention program superintendent who shall be responsible for the development, implementation, and maintenance of a written plan establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, alteration, or demolition work and ensure that it is carried out through completion of the project. The fire prevention program superintendent shall have the authority to enforce the provisions of this

chapter and other provisions as necessary to secure the intent of this chapter. Where guard service is provided, the superintendent shall be responsible for the guard service.

57. Amend Chapter 3308.3 as follows:

3308.3 Prefire plans.

The fire prevention program superintendent shall develop and maintain an approved prefire plan in cooperation with the fire chief. Pre-fire plans for buildings exceeding 50,000 square feet shall be approved prior to the issuance of the building permit. The fire chief and the fire code official shall be notified of changes affecting the utilization of information contained in such prefire plans.

[55] **58.** Add Section [~~3303.11~~] **3308.10** as follows:

[~~3303.11~~] **3308.10** Job shacks and other temporary structures.

Job shacks and other temporary structures located within or less than 20 feet from the permanent building shall:

1. be constructed of noncombustible materials or 1-hour fire-resistive construction.
2. not be equipped with fuel-fired heaters.
3. be equipped with a monitored fire alarm system when located below grade.
4. not function as offices unless protected with automatic sprinkler systems.

[56] **59.** Add Section [~~3303.12~~] **3308.11** as follows:

[~~3303.12~~] **3308.11** Buildings greater than 50,000 feet in area.

Buildings under construction that are defined as a high-rise or are greater than 50,000 in area shall comply with the requirements of [~~3303.12.1~~] **3308.11.1** through [~~3303.12.3~~] **3308.11.3**.

[~~3303.12.4~~] **3308.11.1** Job site security.

The job site shall be secured with controlled access once above-grade combustible construction has begun with off-hours guard service, motion-controlled surveillance, or both.

[3303.12.2] **3308.11.2** Construction mitigations for wood frame buildings exceeding 80,000 square feet when exposures exist within 60 feet of a building under construction.

The exterior wall of the building under construction shall be covered with 5/8-inch gypsum sheathing to include windows, doors, or other openings until interior framing members have been covered with gypsum board or their finish materials.

For the purpose of measuring total square footage of wood framing, any adjacent ongoing wood-frame construction is considered to be within the project when adjacent structures are separated by less than 60 feet of open air.

Exception: A mitigation plan developed by a Washington State-licensed fire protection engineer. The mitigation plan may rely on temporary, permanent, and/or active measures.

[3303.12.3] **3308.10.3** Construction mitigations for wood-frame buildings exceeding 350,000 square feet or 200,000 square feet when the building exceeds 50 feet in height.

Mitigating fire protection barriers consisting of at least one layer of 5/8-inch gypsum board or other equivalent fire resistive materials shall be installed such that the mitigating fire protection barrier(s) enclose area(s) of not more than 50,000 square feet.

For the purpose of measuring total square footage of wood framing, any adjacent ongoing wood frame construction is considered to be within the project when adjacent structures are separated by less than 60 feet of open air.

Exception: A mitigation plan developed by a Washington State-licensed fire protection engineer. The mitigation plan may rely on temporary, permanent, and/or active measures.

[57] **60.** Amend Section 5001.5.2 to read as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS).

Where required by the fire code official, an application for a permit shall include an HMIS, such as Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III, Tier II Report or other approved statement. The HMIS shall be provided using a Redmond Fire Department-approved format and shall include the following information:

1. Product name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

[58] **61.** Amend Section 5003.1 to read as follows:

5003.1 Scope.

The storage, use and handling of all hazardous materials shall be in accordance with this section and shall comply with the provisions of the City of Redmond wellhead protection ordinance and critical aquifer recharge area regulations.

[59] **62.** Add Section 5003.9.11 as follows:

5003.9.11 Manufacturer's limitations.

The storage of hazardous materials shall not exceed the manufacturer's limitations on shelf life or violate any other restrictions on use.

[60] **63.** Add Section 5608.1.1 as follows:

5608.1.1 Fireworks.

Refer to Redmond Municipal Code Chapter 9.26, (Fireworks) and to RCW 70.77.120 et seq. (State fireworks law).

[61] **64.** Add Section 5703.4.1, to read as follows:

5703.4.1, Secondary containment.

Secondary containment shall be provided for all new installations of storage tanks and associated piping.

[62] **65.** Amend Section B102.1 to read as follows:

B102.1 Definitions

For the purpose of this appendix, certain terms are defined as follows:

FIRE FLOW: The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for firefighting.

FIRE-FLOW CALCULATION AREA: The building area, as defined in Chapter 2 of this Code, is used to determine the required fire flow.

[63] **66.** Amend Section B104.1 to read as follows:

B104.1 General

The *fire-flow calculation area* shall be the area of all floor levels included within the *exterior walls* (or exterior walls and fire walls), exclusive of vent shafts and *courts*. Areas of the building not provided with surrounding walls shall be included in the fire-flow calculation area if such areas are included within the horizontal projections of the roof or floor above, except as modified in Section B104.3.

[64] **67.** Amend Section B104.2 to read as follows:

B104.2 Area separation.

Portions of buildings that are separated by fire walls constructed in accordance with the International Building Code, Section 706, and ADU's separated from the primary structure in accordance with International Residential Code, Section 302.3, are allowed to be considered as separate fire-flow calculation areas.

[65] **68.** Amend Section B105.1 to read as follows:

B105.1 One- and two-family dwellings.

The minimum *fire-flow* and flow duration requirements for one- and two-family *dwellings* shall be as specified in Tables B105.1(1) and B105.1(2).

Exception: One- and two-family homes located in areas of the City identified by the City of Redmond Water Department as having less than 1500 gpm available, may use the following formula to determine required fire flow:

Available gpm x 2.4 square feet = maximum building area

[66] **69.** Amend Section B105.2 to read as follows:

B105.2 Buildings other than one- and two-family dwellings.

The minimum *fire-flow* and flow duration for buildings other than one- and two-family *dwellings* shall be as specified in Tables B105.2 and B105.2(2).

[67] **70.** Amend Table B105.1(1) to read as follows:

Table B105.1(1). REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS

FIRE-FLOW CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (design standard)	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
0 – 3600	No automatic sprinkler system	1500	2
3601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table 105.1(2) at the required flow rate
0 – 3600	NFPA 13D	1000	1
3601 and greater	NFPA 13D	50% of the value in Table B105.1(2), but not less than 1000gpm	Duration in Table 105.1(2) at the required flow rate

Table B105.2. REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS

AUTOMATIC SPRINKLER SYSTEM (design standard)	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table 105.1(2)
NFPA 13	50% of the value in Table B105.1(2) but not less than 3500 gpm	Duration in Table 105.1(2) at the reduced flow rate but not less than 3 hours

15.06.014 Reserved.

15.06.015 Fire detection systems.

The following regulations constitute general requirements of fire detection and alarm systems and supervisory and alarm requirements for buildings with automatic fire sprinklers. Specific requirements may be found in the Redmond Fire Department Standards, Redmond Fire Code, and NFPA 72.

Where required:

A. In structures with an approved fire sprinkler system.

Exception 1: Fire sprinkler system with 10 or less heads with the approval of the Fire Marshal.

Exception 2: One- and two-family dwellings per the International Residential Code.

B. *Structures in Annexed Areas.* Any structure with a gross area of 6,000 square feet or more annexed to the City shall install a fire detection system within one year from the date of annexation.

Exception: Single-family and multifamily residential occupancies.

C. Where required elsewhere by the Redmond Fire Code or the International Building Code. (Ord. 3008 § 2, 2020; Ord. 2957 § 8 (part), 2019; Ord. 2530 § 2 (part), 2010; Ord. 2357 § 1 (part), 2007; Ord. 2220 § 1, 2004).

15.06.016 Fire sprinkler systems.

A. The following regulations constitute general requirements for fire sprinkler systems:

1. All approved fire sprinkler systems shall meet the requirements of the Redmond Fire Department Standards, Redmond Fire Code, and the applicable NFPA standards. All systems shall have an adequate water supply, system of piping, and sprinkler heads designed to discharge water on a fire at an appropriate time and in an effective manner. All underground sprinkler supply piping shall be included on civil drawings and shall be approved by the water supplier and the Redmond Fire Department.

B. For the purposes of this section, building area, as defined in the IFC, shall apply.

C. *Where Required.* An approved fire sprinkler system shall be required in the following structures:

1. *Commercial.*

An area separation wall or fire wall, or occupancy separation or fire barrier wall, or a distance of 10 feet (3,048 mm) or less shall not constitute a separation between two commercial structures on the same property

a. In any structure where the building area is 3,000 square feet or more.

These can include bus and transit shelters, covered pedestrian paths, and similar structures not attached to or within 10 feet (3,048 mm) of buildings.

Exception: Fire sprinklers are allowed to be omitted under roof structures when all of the following conditions exist:

- i. Roof structures are stand-alone, detached, and built with noncombustible building materials.
- ii. Used to provide weather protection for people.
- iii. Are open on greater than 50 percent of the perimeter sides to allow ventilation of heat and smoke.
- iv. Are not intended to store combustibles or have combustible materials contained beneath the roof line. The roof structure shall not extend over any transit vehicle or curb.

- v. When no other code or applicable standard requires fire sprinklers.
- b. In any structure where the calculated fire flow demand exceeds available flow.
- c. In buildings with an A-2 occupancy where one or more of the following exists:
 - An occupant load greater than 100.
 - An A-2 fire area is located on a floor other than the level of exit discharge.
- d. All nightclubs, defined as follows:

Nightclub. An A-2 occupancy use under the 2006 International Building Code in which the aggregate area of concentrated use of unfixed chairs and standing space that is specifically designated and primarily used for dancing or viewing performers exceeds 350 square feet, excluding adjacent lobby areas. "Nightclub" does not include theaters with fixed seating, banquet halls, or lodge halls.

- e. In any building with an assembly occupancy where the total occupant load of the building is over 200.
- f. Existing commercial buildings where one of the following applies:
 - Additions resulting in a gross area greater than 5,000 square feet, or
 - Sprinklers may be required in buildings that undergo a change of use or occupancy. Refer to the International Fire Code Section 102.3.

2. Residential – One- and Two-Family Dwellings.

- a. An approved automatic fire sprinkler system shall be installed in new one- and two-family dwellings and townhouses as described in the International Residential Code in accordance with Section 903.3.1 of the International Fire Code, [2021] **2018** Edition.

Exception: This subsection does not require the installation of an approved fire sprinkler system in any mobile home or manufactured home.

This exception is limited to this subsection and nothing herein exempts a mobile home or manufactured home from any other requirement to install an approved automatic fire sprinkler system under any other section or subsection of this code or of any international code adopted by the City.

b. Existing detached one- and two-family dwelling units where additions result in a structure that exceeds the available fire flow.

c. When ADU's are attached to, or within, an existing single family home both the ADU and existing single family home shall be sprinklered.

Exception: When the ADU and existing single family home are separated in accordance with the International Residential Code, Section 302.3.

d. In any one- and two-family dwelling unit that will be newly licensed as an adult family home.]

3. Where required elsewhere by the Redmond Fire Code or the International Building Code. (Ord. 3008 § 2, 2020; Ord. 2957 § 8 (part), 2019; Ord. 2834 § 2 (part), 2016; Ord. 2774 § 2, 2015; Ord. 2693 § 2 (part), 2013; Ord. 2530 § 2 (part), 2010; Ord. 2357 § 1 (part), 2007; Ord. 2324 § 1, 2007; Ord. 2220 § 1, 2004).

15.06.017 Restricted access buildings.

A. Where a building or portion of a building is so located or constructed with grades; elevations; vegetation; or other natural or manmade obstacles which make exterior or interior access and/or use by fire apparatus; equipment; or personnel unduly difficult; unsafe; or impossible, additional safeguards may be required by the Fire Code Official. Where such access is being proposed as part of a land subdivision, the Fire Code Official may declare a proposed lot un-accessible and therefore deny that proposed lot. Safeguards may consist of one or more of the following applicable items or alternates suitable for firefighting, fire protection, EMS, and/or rescue operations as specified by the Fire Code Official:

1. Automatic fire sprinkler throughout.

2. Smoke detection system.

3. Automatic fire alarm systems.

4. Communication systems.

a. Voice alarm system;

b. Public address system;

c. Fire Department communication system.

5. Central control station.
6. Smoke control systems.
7. Emergency elevator systems.
8. Emergency exits.
9. Emergency areas of refuge including horizontal exits and smoke-proof enclosures.
10. Vertical and horizontal standpipes.
11. Standby power, light, and emergency systems.
12. Emergency medical services-sized elevator (four-foot x seven-foot clear interior).
13. Reduction or deletion of non-sprinklered areas.
14. Fire-resistive construction.
15. Noncombustible siding (limited, protected, or no openings).
16. NFPA 13-compliant sprinkler coverage.
17. Brushed concrete access drive or similar.
18. Firefighter access stairs/ramps.
19. Ladder operations area (not just aerial but also ground ladders).
20. Electrically controlled access doors or gates provided with emergency services override (strobe, radio, etc.).
21. Dedicated emergency service access and parking areas.

B. All systems shall meet the design requirements set forth in the Redmond Fire Department Standards and Redmond Fire Code.

15.06.018 Reserved.

(Ord. 2957 § 8 (part), 2019; Ord. 2357 § 1 (part), 2007).

15.06.019 New materials, processes or occupancies which may require permits.

The Fire Code Official shall determine and specify, after giving the affected person an opportunity to be heard, any new materials, processes or occupancies which may require permits, in addition to those now enumerated in said code. The Chief of the Fire Department shall cause such a list to be posted in a conspicuous place in his office and distribute copies thereof to interested persons.

15.06.020 Wellhead protection ordinance coordination.

Fire Department construction and maintenance, reviews and inspections occur within critical aquifer recharge areas established within the Redmond Municipal Code and the Redmond Zoning Code. A major component of these Fire Department reviews and inspections is the verification that storage, handling, use, and operations involving hazardous materials comply with adopted codes. In order to coordinate and minimize overlap in the enforcement of the Redmond Fire Code with wellhead protection regulations, the following shall apply:

- A. Regulations imposed through the wellhead protection and critical aquifer recharge area regulations are enforceable by a Fire Code Official.
- B. Where, within a particular critical aquifer recharge area, a threshold amount noted within the wellhead protection or critical aquifer recharge area regulations is less than the threshold in the Redmond Fire Code, the lower threshold shall apply and be enforceable by the Fire Code Official.
- C. The Fire Code Official shall exercise authority over all hazardous materials inventory statements and hazardous material management plans for materials regulated by the Redmond Fire Code.
- D. The Fire Department shall have the authority to enforce rules governing deleterious substances for such substances so identified by the City of Redmond Environmental and Utilities Services Division. Substances so identified by Environmental and Utilities Services Division shall be listed under the subcategory "other health hazards" of hazardous materials. Other health

hazards may include irritants, sensitizers, pyrophoric, unstable-reactive, and radioactive materials, as identified by the Fire Code Official.

15.06.021 Appeals.

Whenever the Fire Code Official or designee disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code has been misconstrued or wrongly interpreted, the applicant may appeal to the Chief of the Fire Department in accordance with the procedures for Type 1 review, RZC 21.76.060(D). Appeals from the decisions of the Chief to the Hearing Examiner shall be made as prescribed in RZC 21.76.060(D)(4).

(Ord. 3008 § 2, 2020; Ord. 2957 § 8 (part), 2019; Ord. 2693 § 2 (part), 2013; Ord. 2596 § 2 (part), 2011; Ord. 2357 § 1 (part), 2007; Ord. 2220 § 1, 2004).

15.06.022 Penalties and enforcement.

1. *Penalties for Violations.* Any person who violates any of the provisions of the Redmond Fire Code or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the board of appeals or by a court of competent jurisdiction, within the time fixed herein, shall, severally for each and every such violation and noncompliance respectively, be subject to the penalties for violations provided in RMC 1.01.110 or 1.14.060 as deemed applicable by the Fire Chief. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time.

2. The imposition of penalties upon conviction shall not preclude the City and the Fire Chief from taking further appropriate legal action to cause compliance with the provisions of the Redmond Fire Code or to remove prohibited conditions. (Ord. 3008 § 2, 2020; Ord. 2957 § 8 (part), 2019; Ord. 2357 § 1 (part), 2007; Ord. 2220 § 1, 2004).

15.06.023 Building permit issuance and occupancy.

The passage of the ordinance codified in this chapter is necessary for the protection of the public health, safety, and welfare of the citizens of the City. No building permit shall be issued until plans which are in compliance with this chapter have been submitted and approved. No building shall be occupied until such approved systems have been inspected and are operational. (Ord. 3008 § 2, 2020; Ord. 2957 § 8 (part), 2019; Ord. 2357 § 1 (part), 2007; Ord. 2220 § 1, 2004).

15.06.024 Nonconforming structures.

Nonconforming structures shall comply with the following:

A. A nonconforming structure may not be expanded or altered in any way so as to increase that nonconformity.

B. When a nonconforming structure has been destroyed, damaged, or incurred a loss equal to or greater than 50 percent of its assessed value or equal to or greater than 50 percent of multifamily residential units have displaced occupants it shall comply with the requirements of RMC 15.06.015 and 15.06.016.

C. Where structures have separate fire areas, either by definition or by geographic configuration as determined by the Fire Code Official, the percentage of damage or unit count may be figured based upon the assessed valuation, or number of units, contained within a fire area. Requirements of RMC 15.06.015 and 15.06.016 shall apply to the fire area only, except that the design and installation of any system shall accommodate future extension in other areas of the structure.

D. A nonconforming structure shall be brought into full compliance with RMC Chapter 15.06, the Redmond Fire Code, when alteration or expansion of the structure takes place and the following takes place within any three-year period:

1. The gross floor area of the structure is increased by 100 percent or more; or
2. The costs stated on all approved building permit applications for the structure equal or exceed the value of the existing structure at the beginning of that three-year period.

E. For purposes of this section, a multifamily residential unit has displaced occupants whenever the unit has been declared by the Building Official to be unsafe for occupancy due to fire damage,

destruction or loss. (Ord. 3038 § 2, 2021; Ord. 3008 § 2, 2020; Ord. 2957 § 8 (part), 2019; Ord. 2530 § 2 (part), 2010).

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

Section 4. Declaration of Emergency - Immediate Effective Date. For the reasons set forth in the recitals above, the Redmond City Council hereby finds and declares that an emergency exists that makes this ordinance necessary for the immediate protection of the public health, public safety, public property, or public peace. Failure of the City to have this ordinance in effect immediately will result in a conflict between the adopted City Fire Code adopted by Ordinance No. 3121 and the Code which the state mandates that the City enforce. The conflict will result in the City being out of compliance with state law and could result in confusion and legal challenges regarding the applicability of the codes and the vesting of projects. This ordinance, having been passed by a majority plus one of the whole membership of the Redmond City Council, shall therefore become effective immediately upon passage pursuant to RCW 35A.12.130. The City Clerk shall cause

this ordinance or a summary thereof consisting of the title, to be published at the earliest practicable date.

ADOPTED by the Redmond City Council this 6th day of June, 2023.

CITY OF REDMOND

JESSICA FORSYTHE, COUNCIL
PRESIDENT AND MAYOR PRO TEM

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

JAMES E. HANEY, CITY ATTORNEY

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

YES:

City of Redmond
Payroll Check Approval Register
Pay period: 5/01 - 5/31/2023
Check Date: 5/31/2023

Check Total:	\$	-
Direct Deposit Total:	\$	6,783.77
Wires & Electronic Funds Transfers:	\$	2,163.15
Grand Total:	\$	8,946.92

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered through ,
Direct deposits numbered **149281** through **149288** , and
Electronic Fund transfers **1584** through **1584**
are approved for payment in the amount of **\$8,946.92**
on this **6 day of June 2023**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 5/01 - 5/31/2023
Check Date: 5/31/2023

Total Checks and Direct deposit:	\$	7,790.31
Wire Wilmington Trust RICS (MEBT):	\$	1,156.61
Grand Total:	\$	8,946.92

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

City of Redmond
Payroll Check Approval Register
Pay period: 5/1 - 5/15/2023
Check Date: 5/25/2023

Check Total:	\$ 24,803.50
Direct Deposit Total:	\$ 2,508,584.66
Wires & Electronic Funds Transfers:	\$ 1,565,321.32
Grand Total:	<u>\$ 4,098,709.48</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **187773** through **187788** ,
Direct deposits numbered **148514** through **149280** , and
Electronic Fund transfers **1579** through **1583**
are approved for payment in the amount of **\$4,098,709.48**
on this **6 day of June 2023**.

Note:

Check # 187772 - Check Replace - Shane Correll

City of Redmond
Payroll Final Check List
Pay period: 5/1 - 5/15/2023
Check Date: 5/25/2023

Total Checks and Direct deposit:	\$ 3,635,348.53
Wire Wilmington Trust RICS (MEBT):	\$ 463,360.95
Grand Total:	<u>\$ 4,098,709.48</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington