

# City of Redmond



## Agenda

Tuesday, August 9, 2022

4:30 PM

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

## **Committee of the Whole - Finance, Administration, and Communications**

### **Committee Members**

*Steve Fields, Presiding Officer*

*Jeralée Anderson*

*David Carson*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

*Melissa Stuart*

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**AGENDA**

ROLL CALL

1. Approval of Consultant Agreement for Engineering Services [CM 22-509](#)  
for the 70th Street Improvements (Redmond Way to 180th)  
Project

[Attachment A: Vicinity Map](#)

[Attachment B: Draft of A&E Professional Services Agreement](#)

*Department: Planning, 5 minutes*

*Requested Action: Consent, August 16th*

2. Accept FHWA Grant Funds for the 70th Street Improvements [CM 22-510](#)  
(Redmond Way to 180th) Project.

[Attachment A: Project Vicinity Map](#)

[Attachment B: PSRC Grant Funding Award Letter](#)

*Department: Planning, 5 minutes*

*Requested Action: Consent, August 16th*

3. Approve Consultant Services Agreement Supplement No. 3 [CM 22-506](#)  
with Pertec in the amount of \$131,410, a Puget Sound  
Energy Relocation Agreement in the estimated amount of  
\$352,022, and sign easement with the King County Housing  
Authority for the 152nd Main Street Project.

[Attachment A: Vicinity Map](#)

[Attachment B: Consultant Services Agreement Supplement No. 3](#)

[Attachment C: Draft Puget Sound Energy Relocation Agreement](#)

[Attachment D: Sign Easement Agreement](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, September 6th*

4. Staff Report on King County Solid Waste Division RE+ [CM 22-503](#)  
Program

[Attachment A: Re+ Presentation](#)

*Department: Public Works, 10 minutes*

*Requested Action: Staff Report, September 6th*

5. Staff Report on the King County Solid Waste Rate Restructure [CM 22-504](#)

[Attachment A: Rate Restructure Overview Presentation](#)

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*Department: Public Works, 10 minutes*

*Requested Action: Staff Report, September 6th*

6. Acceptance of three new DISH WIRELESS LLC [CM 22-501](#)  
Telecommunications Facilities Leases

[Attachment A: DISH Telecommunications Facilities Lease at Hartman Park  
Water Tank](#)

[Attachment B: DISH Telecommunications Facilities Lease at Redmond  
Ridge/Novelty Hill Water Tank](#)

[Attachment C: DISH Telecommunications Facilities Lease at Southeast  
Redmond Water Tank](#)

*Department: Finance, 10 minutes*

*Requested Action: Consent, August 16th*

7. 2023-2024 Budget Process Update [CM 22-499](#)

*Department: Finance, 10 minutes*

*Requested Action: Receive Information*

8. Planning Commission: Municipal Code and Rules of Procedure [CM 22-473](#)  
revisions

a. Ordinance No. XXXX - An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code Chapter 4.43, Planning Commission, to update and clarify Authority and Duties, Composition, and Term of Office.

b. Resolution No. XXXX - A Resolution of the City Council of the City of Redmond, Washington, approving updated rules of procedure for the Planning Commission.

[Attachment A: Ordinance Amending RMC 4.43, Planning Commission](#)

[Attachment B: Resolution Approving Planning Commission Rules of  
Procedure](#)

[Attachment C: Planning Commission Rules - May 2022](#)

*Department: Planning, 5 minutes*

*Requested Action: Receive Information*

ADJOURNMENT



## Memorandum

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-509

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**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	Vangie Garcia	Transportation Planning and Engineering Manager
Planning and Community Development	Micah Ross	Senior Engineer

**TITLE:**

Approval of Consultant Agreement for Engineering Services for the 70<sup>th</sup> Street Improvements (Redmond Way to 180<sup>th</sup>) Project

**OVERVIEW STATEMENT:**

The Consultant, Perteet, has been selected to conduct the design phase of the 70<sup>th</sup> Street Improvements (Redmond Way to 180<sup>th</sup> Street) Project in the amount of \$709,638. The project will build a new roadway extending NE 70<sup>th</sup> Street from Redmond Way to 180<sup>th</sup> Street. It will include one general purpose lane in each direction, a left turn lane, bicycle lanes, and sidewalks.

The Request for Proposals was advertised in March 2022 and interviews were also conducted in March. Perteet was selected as the best qualified candidate. Staff is requesting approval for the Mayor to sign the consultant agreement for engineering services for design. This approval would also authorize staff to secure property rights necessary to construct and maintain the project.

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

**REQUESTED ACTION:**

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Transportation Master Plan
- **Required:**  
Revised Code of Washington 39.80 and City Purchasing Policies and Procedures requires Council authorization



for the Mayor to sign the contract.

- **Council Request:**

N/A

- **Other Key Facts:**

This project has federal funding for the construction phase, expected to take place in 2024. We are requesting this item go forward for Council Approval at the August 16, 2022, Council meeting.

Grant funds have been awarded to the City for the Construction project phase.

### **OUTCOMES:**

Design and construction of this project supports multi-modal movement of people and goods. The extension of NE 70<sup>th</sup> Street from Redmond Way to 180<sup>th</sup> Street creates an alternative connection for drivers in addition to the busy Redmond Way and Eastlake Sammamish Parkway intersection as well as creating a more direct path for people walking and riding bicycles.

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

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

A community outreach plan will be developed and implemented during the design phase of the project.

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

### **BUDGET IMPACT:**

**Total Cost:**

This consultant agreement is in the amount of \$709,638.

Total Project Cost: \$5,239,136

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

000343

**Budget Priority:**

Capital Investment Program

**Other budget impacts or additional costs:**

☒ Yes

☐ No

☐ N/A

***If yes, explain:***

Annual operations and maintenance costs after facilities are completed.

**Funding source(s):**

Transportation CIP - Design and Construction \$2,539,136

FHWA Grant - Construction \$2,700,000

**Budget/Funding Constraints:**

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-509

**Type:** Committee Memo

Construction funds must be obligated by June 2024.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
	Item has not been presented to Council	

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
8/16/2022	Business Meeting	Approve

**Time Constraints:**

Design services are expected to take place in 2022 - 2024. Right-of-way acquisition is expected to be the critical path component of the design phase. Construction is estimated to start in 2024 and be completed by 2025.

**ANTICIPATED RESULT IF NOT APPROVED:**

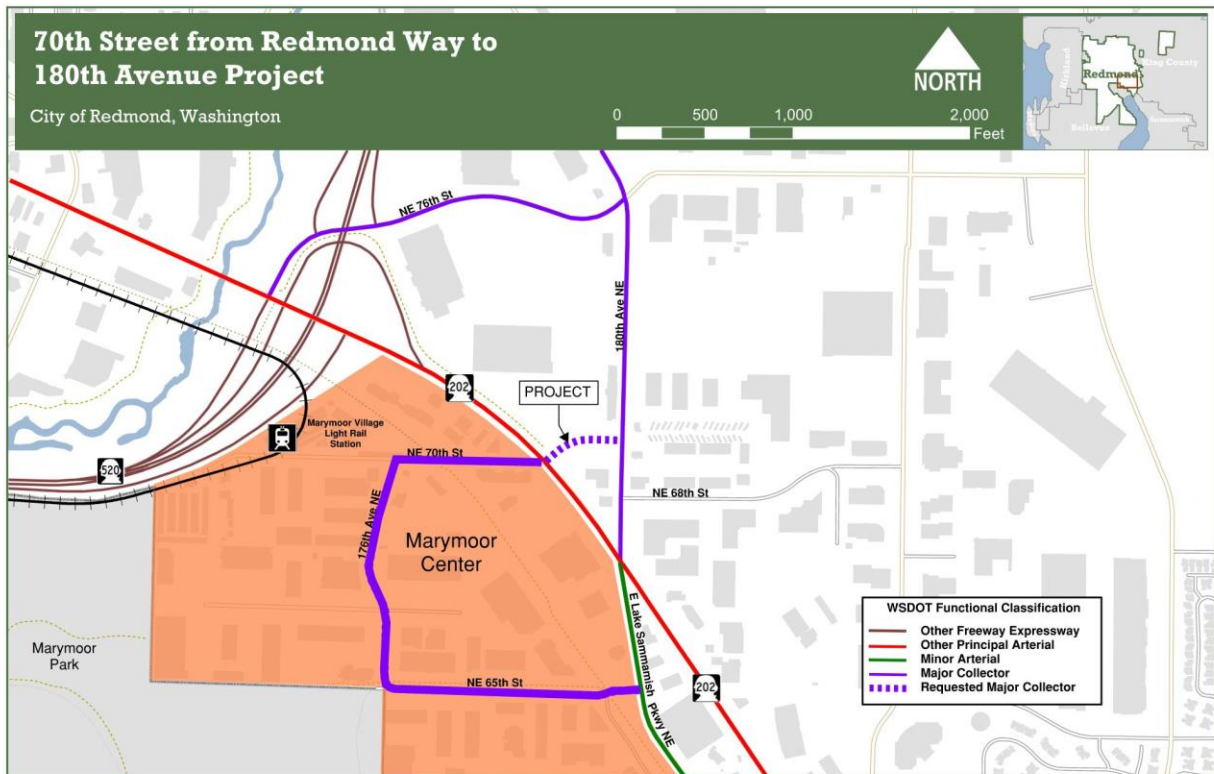
If the project is not approved, it would result in the loss of grant funding, which could result in project cancellation.

**ATTACHMENTS:**

Attachment A: Vicinity Map

Attachment B: Draft of A&E Professional Services Agreement

## Attachment A: Project Vicinity Map



# **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: \$758,187.00

## **Index of Exhibits**

<a href="#">Exhibit A</a>	Scope of Work
<a href="#">Exhibit B</a>	DBE Participation
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<a href="#">Exhibit H</a>	Liability Insurance Increase - NOT USED
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	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 absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

If to AGENCY:		If to CONSULTANT:	
Name:	Micah Ross	Name:	Peter De Boldt
Agency:	City of Redmond	Agency:	Perteet, Inc.
Address:	8414 154th Ave NE	Address:	2707 Colby Ave., #900
City:	Redmond	City:	Everett
State:	WA	State:	WA
Zip:	98073	Zip:	98201
Email:	mross@redmond.gov	Email:	peter.deboldt@perteet.com
Phone:	(425) 556-2498	Phone:	(425) 252-7700
Facsimile:	(425) 556-2727	Facsimile:	(425) 339-6018

IV. Time for Beginning and Completion

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

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

## V. Payment Provisions

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

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

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

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

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

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

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

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

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

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



## **VI. Sub-Contracting**

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

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

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

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

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

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

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

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

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

## Insurance Coverage

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

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

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

Name: Micah Ross  
Agency: City of Redmond  
Address: 8414 154th Ave NE  
City: Redmond State: WA Zip: 98073  
Email: mross@redmond.gov  
Phone: (425) 556-2498  
Facsimile: (425) 556-2727

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

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

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

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

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

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

### **XVII. Complete Agreement**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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



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

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

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

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

CITY OF REDMOND

\_\_\_\_\_  
Signature  
  
PERTEET, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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Project No.

See attached Exhibit A, Scope of Services.

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**City of Redmond**  
**NE 70th Street Extension, Redmond Way to 180th Avenue NE**

City Project Number: 20012202

## INTRODUCTION

This project will generally extend NE 70th Street from its current terminus at Redmond Way east to 180th Avenue NE. The primary purpose of this project is to relieve pressure on the intersection of Redmond Way/180th Avenue NE/East Lake Sammamish Parkway by creating an alternative route for vehicles and nonmotorized users to access the Marymoor Village light rail station now under construction by Sound Transit (ST). The new Marymoor Village light rail station is planned to start service by 2024. The NE 70th Street Extension will add new pedestrian, bicycle, and vehicle access to the existing and planned mixed use developments in the Marymoor Center.

The overall objective of this phase of the project is to prepare a bid package for the new NE 70th Street between Redmond Way (SR 202) and 180th Avenue NE. Elements of this project will include the details and plans for the roadway and intersection improvements, pedestrian amenity improvements, urban design, landscaping, public outreach, right-of-way plans and coordination, environmental permitting and documentation, and R/W acquisition services. Construction management and design support during construction will be included in a separate phase. The project will be funded with a combination of federal (STP) and local funds.

The proposed roadway improvements on NE 70th Street will be a three-lane cross section with curb, gutter, and sidewalks on each side that are separated from the roadway by a planter strip. Half street improvements have already been constructed from 180th Avenue NE on the north side of the alignment for a distance of about 200-feet. Other project elements will include stormwater conveyance, detention, water quality treatment, Illumination, and signal modifications.

Right-of-way acquisition will include both permanent fee simple and temporary construction easements to construct the proposed improvements. NEPA and SEPA environmental documentation and permitting will be done to support the proposed improvements.

It is anticipated that overhead and underground utility relocations, per franchise agreement, will be required to accommodate the proposed improvements. Utilities include PSE power and gas, City water and sewer, telecommunications, and cable.

The Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

## GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements:

- Task 1 – Project Management and Coordination
- Task 2 – Agency Coordination and Planning
- Task 3 – Public Involvement Program
- Task 4 – Utility Coordination
- Task 5 – Survey and Basemapping (I Alliance Geomatics)
- Task 6 – Geotechnical Investigations (HWA GeoSciences)
- Task 7 – Traffic Analysis
- Task 8 – WSDOT Coordination
- Task 9 – Environmental Documentation and Permitting
- Task 10 – Storm Drainage Design
- Task 11 – 30% Design, Plans, and Opinion of Costs
- Task 12 – 60% Design, Plans, and Opinion of Costs
- Task 13 – 90% Design, Plans, and Opinion of Costs
- Task 14 – 100% Design, Plans, and Opinion of Costs
- Task 15 – Right-of-Way Acquisition (Commonstreet)
- Task 16 – Maximum Extent Feasible (MEF) Documentation
- Task 17 – QA/QC Program
- Task 18 – Bid Support
- Task 19 – Management Reserve

### Optional Services

With prior written approval by the City and written notice-to-proceed, work elements described in this scope of services as optional services in Task 19 (as directed) may be produced by the Consultant. Future supplements to this agreement may include construction management or design services during construction at the discretion of the City.

This Scope of Services is defined in the tasks below.

## SCOPE OF SERVICES DEFINED

### Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

#### 1.1 Project Coordination with City

The Consultant will coordinate with the City of Redmond on a regular basis to keep the City's project manager informed about project progress, project issues, and schedule. Regular communication with the City will occur on a weekly basis during periods of heavy project activity, and on a bi-weekly basis at other times. The Consultant will prepare a preliminary project management plan (PMP) to be distributed at the project kickoff meeting. This work element will also include preparing an Action Items Log and a Record of Decision and keeping these updated throughout the duration of the project.

The Consultant will attend one (1) project kickoff meeting with the City, up to eighteen (18) project status meetings at the City, and another eighteen (18) Microsoft Teams meetings. These meetings under this work element will include the following participation by the Consultant team:

- Kickoff meeting will include attended by Perteet discipline leads, with up to six (6) staff from the Perteet team.
- Up to eighteen (18) meetings at the City attended by Perteet with up to two (2) staff from the Perteet team.
- Up to eighteen (18) Microsoft Teams meetings attended by up to three (3) staff from the Perteet team, and on average two (2) staff from HWA GeoSciences or Commonstreet.
- Kickoff meeting will include subconsultants, HWA GeoSciences (up to one [1] staff), Commonstreet (up to one [1] staff), and 1 Alliance Geomatics (up to one [1] staff).
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.
- The Consultant will prepare agendas and meeting notes/action items and distribute to attendees.

In the event that the City has a change in the City's project manager, the Consultant will meet with the new project manager, provide a summary of design and progress, provide a summary of decisions made, and provide past deliverables to date. This effort is included in this task. If changes to completed design efforts and/or Scope of Services are requested due to the change in City's project manager, this will require a supplement to the Agreement.

#### 1.2 Project Schedule, Budget, and Team Management

The Consultant will develop an overall project schedule in Microsoft Project. This will be a detailed schedule by task through bid advertisement for the full project. The Consultant will prepare a draft and final schedule for the City's review, and then the Consultant will prepare monthly schedule updates as the project progresses. The Consultant will also manage the Consultant budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

### 1.3 Progress Reports, Invoices, Underutilized Disadvantaged Business Enterprise (UDBE) Reporting

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The progress report will include a status of budget, spent, and remaining. The monthly progress reports will also identify other issues that may be occurring, if any. The Consultant will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The Consultant Project Manager will notify City's Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Each month, the Consultant will prepare a report showing the status progress towards meeting the UDBE goals and submit this to the City with the monthly progress report and invoice.

#### Assumptions:

- The duration of this phase of the project shall be no longer than 20 months.
- Project kickoff meeting will be held at Redmond City Hall.
- Meetings between Consultants will be conducted under other scope tasks.

#### Deliverables:

- Kickoff Meeting Agenda and Summary of Meeting Notes/Action Items
- Project Management Plan
- Project Gantt Schedule (Microsoft Project format) for kickoff meeting and with each monthly progress report
- Project Meeting Agendas for up to thirty-six (36) meetings and notes/action items
- Invoices and Progress Reports
- UDBE Status Report

## Task 2 – Agency Coordination and Planning

The Consultant, when requested by the City, will coordinate the project development with other affected agencies. Known key entities include the City of Redmond, Sound Transit, and WSDOT Northwest Region.

### 2.1 Coordination Meetings

Consultant will organize and attend up to six (6) coordination meetings with the agency stakeholders via Microsoft Teams. These meetings will to the maximum extent possible be joint meetings to share project status, issues, and areas of concern. Keeping these entities informed typically benefits the project with shorter approval cycles from the agencies and keeps them informed of project status.

#### Deliverables:

- Meeting Agenda for coordination meetings, submitted via e-mail in MS Word format at least one (1) day before each meeting. Up to six (6) coordination meeting agendas will be prepared.

- Meeting Minutes from coordination meetings, submitted via e-mail in MS Word format within three (3) working days of the meeting. Up to six (6) coordination meeting minutes will be prepared.

### Task 3 – Public Involvement Program

The Consultant will develop a program to inform and solicit input from the community about the proposed improvements to the Redmond Way/ELSP/180th Intersection by providing public information. Tasks to achieve this goal include:

#### 3.1 Open House

The Consultant will prepare prescribed materials, as detailed in this Scope of Services, for one (1) Open House during this phase of the project.

The Open House will occur at a time to be designated by the City. It will inform the public of the project's general goals, anticipated schedule, and to provide the opportunity to provide direct feedback to the Consultant team and City staff.

The Consultant will provide two (2) staff members for the Open House and prepare comment forms and sign-in sheets. City staff will produce and distribute the open house announcement mailers and arrange for the meeting space. City staff and Consultant team members will attend the Open House to help answer questions and observe first-hand the responses from the public.

Deliverables:

- Draft comment form, one (1) draft version submitted via e-mail in MS Word format, for City review and comment
- Final comment form, submitted via e-mail in MS Word format, for use at the Open House
- Summary of Open House comments, submitted via e-mail in MS Excel format
- One (1) set of 11" x 17" draft Open House display boards. Up to ten (10) draft display boards will be prepared for the Open House and submitted to the City for review and comment
- Final Open House display boards, full-size at 22" x 34", foam-core mounted (up to six [6] for the Open House) and electronic copies in PDF format of display boards suitable for web posting
- Consultant will provide up to three (3) staff members, including the Project Manager, to attend the Open House, for a total of four (4) hours per staff member

#### 3.2 Property Owner Meetings

The Consultant will meet with individual property owners as requested by the City. These meetings will be scheduled by the City and held to update the property owners of the City's project. Property owners will include Whole Foods Market, Super Rents, Woodspring Suites, Brown Bear Car Wash, Martins Mobile Villa, and other property owners in the corridor as designated by the City. It is assumed that up to ten (10) one-hour Microsoft Teams meetings, and up to ten (10) one-hour in-person will be held involving up to two (2) team members from the Consultant team at each of the meetings.

**Deliverables:**

- Provide up to two (2) staff members for each Property Owner Meeting. Up to ten (10) property owner meetings to be held with attendance by up to two (2) Consultant team members at each meeting
- Meeting Minutes from property owner meetings, submitted via e-mail in MS Word format. Meeting minutes will be provided documenting each of the ten (10) property owner meetings

**3.3 Project Website**

The Consultant will support a project website maintained by the City to provide current project information and opportunity for project feedback. This allows active community participation throughout the project. The City will host the project website and post materials to the website. The Consultant will provide up to three (3) project updates for posting by the City in conjunction with project meetings and presentations.

**Deliverables:**

- Three (3) project updates consisting of meeting materials, presentations, comment summaries, and other materials prepared under other tasks in PDF format for posting by the City on the project website

**Task 4 – Utility Coordination**

The Consultant will assist the City in managing the utility coordination process for the project, which will include providing utility franchises (PSE power and gas, Frontier, Zayo, Cable) and City-owned utilities (water, stormwater, and sanitary sewer) with project information, copies of each PS&E submittal, and identification of potential utility conflicts and relocations. The Consultant will coordinate and manage the potholing efforts through the design phase. The Consultant will also prepare and maintain a utility coordination log, and conflicts and resolution spreadsheet, both of which will be maintained and updated throughout the design phase of the project.

The Consultant will perform the utility impact assessment and coordinate on work elements as described below:

**4.1 Utility Coordination**

The Consultant will coordinate with the various public and private utilities along the corridor. Coordination will include working with the identified utilities to allow for each to be included under the City's project permits and environmental documents.

Services provided by the Consultant under this subtask will include:

- Preparing and maintaining a utility coordination contact log containing company addresses, contact staff, e-mail addresses, and phone numbers.
- Acquire and review record drawings of existing utilities within the project limits. The Consultant will request the utilities review the existing basemapping for the project and verify the locations and presence of the utilities. Discrepancies with the existing basemap will be coordinated by the Consultant with each utility, and changes to the basemap will be updated by the Consultant.
- Coordinate and attend up to three (3) meetings at City Hall with the group of the franchise utilities (after 30%, 60%, and 90% design submittals). The Consultant will prepare meeting agendas and notes.



- Prepare a Utility Conflicts Spreadsheet. Track potential utility conflicts and resolution of those conflicts throughout the project in the spreadsheet. This includes identification of pothole needs. This includes documentation of which facilities will be relocated prior to, or during, construction.
- Provide the utility owners with electronic (PDF) copies of the 30%, 60%, 90%, and Final plan sheets, as well as potential conflict locations.

It is assumed that the following utility franchises exist along the NE 70th Street Extension corridor. These include:

- Power (Puget Sound Energy [PSE])
- Communication and Fiber-optics (Frontier and Zayo)
- Cable (Comcast)
- Gas Distribution (Puget Sound Energy)
- Water (City of Redmond)
- Stormwater (City of Redmond)
- Sanitary Sewer (City of Redmond)

Stormwater is assumed to be fully under the jurisdiction of the City and coordination for this utility will be performed under the Storm Drainage Design Task.

#### Assumptions:

- There are minimal existing franchise and City-owned utilities in the NE 70th Street Extension alignment today, and no new utilities are expected in the future.
- The City will distribute internally the plans sets for City-owned utilities for review.
- It is assumed that no water main or sanitary sewer work is included in the project.
- Incorporation of utility franchise design, such as new or upgraded waterlines, into the contract documents is not included in this Scope of Services but could be provided as an additional service, to be performed under a Supplement to this Agreement.
- The City will prepare inter-local agency agreements between the City and the utility franchises for incorporation of relocations required by the proposed improvements. Examples of the services that could be included are: the adjustment of utilities, removal of abandoned structures and facilities, trenching, and traffic control.
- City will verify the terms of all franchise agreements, including the responsibilities for potholing and relocations of franchise-owned utilities.
- The budget assigned for this work element will be limited to the amount designated for this work element.

#### Deliverables:

- Utility conflict and relocation spreadsheet – updated with potholing results for each meeting (hard copy and electronic copy)
- Agendas and meeting notes (assume six [6] meetings total)
- Separate half-size utility plan sheets with conflicts noted (with 60% and 90% submittals) – PDF
- Half-size 30%, 60%, 90%, and Final PS&E plan sets sent to applicable utility franchises (hard copy and PDF)
- CAD file for franchise use in preparing relocation design (at 60% and 90%)

## 4.2 Pothole Exploration

The Consultant will coordinate with the applicable utility franchises to perform potholing explorations during the 60% and 90% PS&E design phases. It is assumed that each utility franchise has an Agreement with the City and will use a utility locate service or its own forces for potholing of their own facilities.

“Pre-pothole” and “post-pothole” meetings will be held for each round of potholing. In the “pre-pothole” meetings with vendors and franchises, expectations related to traffic control and restoration of pothole locations will be discussed. “Post-pothole” meetings will be held as necessary to discuss the findings of the potholes with the utility owners and discuss any design and/or relocations approaches that may be necessary as a result of the potholing findings.

Services provided by the Consultant under this subtask will include:

- Coordinate and attend up to one (1) “pre-pothole” meeting with applicable utility franchises, utility locate service vendor and City staff as well as one (1) “post-pothole” meeting if needed, to discuss facility conflicts and relocations.
- Identifying potential utility conflicts and pothole locations based on the 60% plans (note: potholing will be accomplished by the utility franchises or designated utility locate service vendor) and 90% plans.
- Manage pothole program on behalf of franchise utilities and City. The Consultant will identify potholing needs on the utility conflicts spreadsheet and also by preparing an exhibit of potholing locations. Prepare and maintain the utility coordination log, utility conflict and potholing plans, utility conflict and resolution matrix, and distribution of potholing results to utilities.

Assumptions:

- Individual utilities will conduct their own potholing, no potholing will be done by the Consultant team.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Meeting agendas and notes (two [2] potholing meetings)
- Utility information updated according to pothole results at the 60% and 90% design phases
- Pothole location exhibits and results log

## 4.3 Utility Coordination QA/QC Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

## Task 5 – Survey and Basemapping (1 Alliance Geomatics)

The intent of this task is to provide basemapping to support design improvements related to the NE 70th Street Extension project. 1 Alliance surveyors will research and compute the underlying right-of-way alignment and margins, recover existing primary survey control, and establish secondary survey control from which detailed topographic mapping will be performed. The limits for this survey will be a 120-foot-wide corridor centered on the NE 70th Street Extension between Redmond Way and 180th Avenue NE. The intersecting roadways of NE 70th

Street with Redmond Way and 180th Avenue NE will be included for a distance of 200-feet in either direction of each intersection.

### 5.1 Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

### 5.2 Research

Research will be performed to recover underlying and/or adjoining survey control data relevant to the subject survey corridor to assist with the determination of right-of-way alignments and as a check on control datum. Underlying and adjoining surveys will be researched and recovered from the King County Recorder's online records website which together with the City's available GIS information will be used to depict the position of property lines and easements within the survey limits. In addition, the City will order and provide as many as six (6) title reports from a local title company for each of the land parcels adjoining and/or underlying the survey corridor.

### 5.3 Control Survey

Datum control surveys will be to provide the project in Washington State Plane Coordinate System (WSPCS), North Zone (NAD 83/11) horizontal datum; and North American Vertical Datum (NAVD 88). 1 Alliance will identify or establish approximately ten (10) horizontal control points and ten (10) vertical benchmarks for the project. Existing survey control monuments within one-quarter mile of the project corridor, such as those referenced on the Washington Geodetic Survey website, will be located as part of the control survey. Existing street monuments underlying or closely adjoining the project corridor will be located as will existing property corners, if found. Auxiliary survey control will be established within the project limits as needed in order to perform the topographic survey.

### 5.4 Subsurface Utility Location

The services of a professional subsurface utility location purveyor will be procured in order to identify and mark underground utilities prior to commencement of the topographic survey. This will consist of surface identification and marking of the horizontal location.

Assumptions:

- Utility location purveyor will submit a traffic control plan and a right-of-way use permit from the City.

Deliverables:

- Existing utility locations identified on project existing basemap

### 5.5 Topographic Field Survey

A topographic survey sufficient for the development of one-foot contours will be conducted across the proposed corridor as described above and as determined by the City of Redmond. The survey will locate features as described below:

- Gravity systems, i.e., storm drain and sewer, shall be surveyed to the next downstream structure beyond the limits of the survey corridor.

- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.
- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.
- Water meters will be located throughout the proposed corridor.
- Visible evidence of utility trenches such as patches in asphalt or concrete will be located with the width noted.
- Spot elevations will be collected at a maximum spacing of 50-feet within the existing road prism and 25-feet in areas outside of the prism with additional spots as required to adequately identify grade breaks and other topographic features.
- Sidewalks, curbs (with type noted), driveways, and curb ramps will be located as will pavement edges with type of paving noted.
- At curb ramps, spot elevations will be taken at top/bottom of ramp, all grade breaks and grade transitions, and at curb transitions.
- Fences and walls shall be described as to type and other identifiable features, i.e. 6' high chain-link, 4' high wooden, etc.
- Street channelization, crosswalks, and parking space lines will be located to reflect existing conditions.
- Lane markings, such as directional arrows and bike lanes, will be located.
- Traffic signs will be located and labeled as to their type, i.e. stop, yield, bike lane, etc.
- Significant trees with a 6" or greater caliper when measured 4.5 feet above natural ground will be located with drip-line noted.
- Survey will also include, but not be limited to:
  - Grade breaks
  - Top and bottom of retaining walls
  - Top and bottom of curbs
  - Limits of shrubs, vegetation, and landscaping limits
  - Buildings and structures, with finish floor elevations
  - Fences and gates
  - Utility access points – cleanouts, hand-holes, traffic signal control vaults, etc.
  - Irrigation control valves
  - Traffic signal, power, telecommunication, and luminaire poles
  - Fire hydrants
  - Fire department connections and detector check vaults
  - Subsurface utility locations marks as delineated by a professional locating service
  - Street monuments, existing property corners, and survey control points

## 5.6 Survey Basemapping

A topographic survey map will be prepared in AutoCAD Civil 3D format depicting all features located during the field survey as well as one-foot contours and computed parcel and right-of-way lines. More specifically:

- Basemap shall incorporate field-located utility appurtenances, sub-surface utility paint marks, and GIS or as-built information provided by the City.
- Surveyed points will be shown to the nearest 0.01' on hard surfaces and 0.1' on unpaved surfaces.
- Manholes:
  - Inverts will be shown for all pipes into or out of structures detailing pipe diameter and direction of pipe.
  - Manhole labels will also include manhole numbers that correspond to the City GIS ID for the structure with nominal diameter of manhole as measured in the field.
  - Pipe connections shown on the plan will be to center of structure rather than center of access lid.
- Commercial meter vaults and other below grade structures 4'x4' and larger shall be shown to scale and bottom of vault elevation noted.
- Water line appurtenance symbols shall be per APWA standards and shown to a reasonable scale on plans.
- Lane striping and parking striping shall be shown as it appears in the field.
- Dashed striping shall be shown as a dashed line and solid striping as a continuous line.
- Breaks in lane striping, such as left turn lanes that have a break in the line to allow vehicles to enter the lane, shall show true location of where lane striping starts and stops.
- Traffic signals will be shown using standard traffic symbols for mast arms, lights, and pedestrian buttons.
- All line work will be in model space. Drawing units shall be US decimal feet.
- An electronic copy of the triangulated irregular network (TIN) will be provided.
- APWA CAD standards for layers and symbols will be used.

## 5.7 Right-of-Way and Boundary Resolution(s)

1 Alliance will determine the existing right-of-way limits within the red outline illustrated in Figure 1 to incorporate into the existing basemapping, using title reports acquired by the City and other information available through King County records, such as records of surveys, plats, etc. The Consultant will use this information to prepare existing right-of-way plans for the project. Parcels will not be resolved and will be shown using publicly available GIS information.



Figure 1. Survey Limits.

## 5.8 Right-of-Way Plans

1 Alliance will prepare right-of-way plans for the project following the WSDOT LAG Manual procedures. The right-of-way plans will have the appearance of WSDOT style right-of-way plans, but will not follow the strict adherence to line symbology and font format of WSDOT. The right-of-way plans will be prepared at 1"=50' scale, and for each property identify the existing property area, any required acquisition (whether fee simple or easement), and remaining property area.

## 5.9 Legal Descriptions

1 Alliance will prepare up to six (6) legal descriptions describing each property fee simple or temporary construction easement acquisition. Legal descriptions will not be prepared for right-of-entry situations for elements such as driveway reconstruction. A total of six (6) parcels have been identified that may require property acquisition in the form of either property fee simple or temporary construction easements. Parcel maps will be prepared for the legal descriptions.

## 5.10 Survey QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

## Assumptions:

- Right of entry will be secured by the Consultant (by Commonstreet, as identified under Task 15). The City will take the lead on coordinating directly with right of entry for landowners refusing entry. In no case shall survey personnel enter private property prior to the right of entry being obtained.
- The Consultant's personnel are not certified for confined space entry and as such utility manholes may only be measured from the surface. Invert elevations up to a depth of 25 feet will be measured with a vertically plumb survey rod, or if offset, with a "pipe mic" offset tool.
- Mapping and electronic drawings will be compatible with the City's GIS system as noted in the City's Record Drawing requirements current as of 2022.
- The City will order and provide as many as six (6) title reports for each of the land parcels adjoining and/or underlying the survey corridor.
- Per City of Redmond requirements, a Traffic Control Plan (TCP) will be prepared and submitted to the City for approval, after which Consultant shall obtain a City of Redmond Street Use Permit.

## Deliverables:

- A digital copy of the survey drawing, provided in AutoCAD Civil 3D format
- LandXML files
- Copies of field notes
- Point list in ASCII or text format, comma delimited
- Traffic Control Plan (TCP) for approval

## Task 6 – Geotechnical Investigations (HWA GeoSciences)

### 6.1 Geotechnical Project Management and Project Meetings

**Project Setup, Invoice Generation, and Processing:** HWA Geosciences (HWA) will initiate the project and set up billing information in support of invoicing throughout the project. HWA will prepare monthly invoices, and progress reports for the duration of the design phase of the project

**Geotechnical Task Management:** HWA will provide task management for all geotechnical related aspects of the project. HWA will correspond with the City and the design team in the form of meetings, emails, fax, and telephone calls, as necessary.

**Attend Project Kickoff Meeting:** HWA will participate in one (1) project kickoff meeting with the City and the design team. This meeting will review project objectives, communication protocol and schedule. HWA assumes this meeting will be virtual.

**Collect and Review Available Geotechnical Data:** HWA will review readily available geotechnical information along the project corridor. This review will include online geotechnical databases, geologic maps, and HWA library.

## Deliverables:

- Monthly progress reports and invoices



## 6.2 GeoEnvironmental Services

In support of the required environmental documentation for the project, HWA proposes to complete the work required to generate a hazardous material screening technical memorandum for the NE 70th Street corridor, between Redmond Way and 180th Avenue NE. This work will include the following subtasks:

**Review Regulatory Databases:** HWA will review federal, state, and local agency environmental regulatory databases for the project corridor area and adjoining properties focusing on the identification of any record of the presence of hazardous substances, underground storage tanks (USTs), or hazardous substance spills.

**Review of Historical Documentation:** HWA will review the following relevant documentation.

- Historical aerial photographs
- Sanborn Insurance Maps, if coverage is available
- Reverse city directories for the streets included in the project area

**Ecology File Review:** Review of existing reports documenting previous investigations for sites considered a potential concern (if readily available from Washington State Department of Ecology and/or the City of Shoreline).

**GeoEnvironmental Site Reconnaissance:** HWA will conduct a geoenvironmental site reconnaissance from public rights-of-way or publicly accessible public properties.

**GeoEnvironmental Reporting:** HWA will prepare draft and final Hazardous Materials Screening Technical Memorandum.

## 6.3 Phase 1 Geotechnical Exploration

**Perform Geotechnical Site Reconnaissance:** HWA will conduct a geotechnical site reconnaissance of the project corridor. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program.

**Plan Phase 1 of the Geotechnical Field Exploration Program:** HWA will plan and coordinate Phase 1 of the geotechnical exploration program for the project. Phase 1 of the exploration program will consist of drilling a series of borings to provide data for design of the proposed improvements.

**Conduct Phase 1 Utility Locates:** HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. HWA will make additional site visits to verify that the proposed locations of the borings are clear of utilities prior to finalizing the exploration plans and mobilizing the equipment.

**Generate Phase 1 Geotechnical Exploration Work Plan Memo:** HWA will prepare a Geotechnical Work Plan Memoranda for the proposed Phase 1 exploration program. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the City or Perteet will provide any required permits or rights of entry at no cost to HWA.



**Conduct Phase 1 Geotechnical Explorations:** HWA will conduct a series of up to four (4) geotechnical borings along the project corridor to assess the subsurface soil and groundwater conditions along the alignment.

One boring will be drilled at both the western and eastern ends of the project. Each of these borings will be drilled to a depth of 20 to 30 feet below ground surface to provide soil and groundwater information in support of signal pole foundation design. A groundwater monitoring well will be installed within each of these wells. Data logging transducers will be installed in the monitoring piezometers to record water levels. The water level information collected will be used in geotechnical analyses to develop recommendations for infiltration potential and possible dewatering and construction impacts.

Two borings will be drilled to a depth of 20 to 30 feet below ground surface in support of luminaire foundation design, and infiltration screening. These borings will be evenly spaced to cover the remainder of the project alignment.

Each boring will be drilled with a truck mounted drill rig. Traffic control for borings that will include coning off the gravel work area. No flaggers are assumed to be needed given the current low traffic volume across the gravel area.

Each of the above-described geotechnical explorations will be logged by an HWA geologist. Samples will be screened visually and with a Photoionization detector for signs of contamination. All non-contaminated drilling spoils will be drummed and transported off site for disposal by the driller.

**Generate Boring Logs and Assign Laboratory Testing:** HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will include moisture content, hydrometers, grain-size distribution, and Atterberg Limits.

**Conduct Groundwater Monitoring:** HWA will install groundwater monitoring transducers in each monitoring well. These transducers will be set to take groundwater elevation readings every half an hour for one year. HWA will make periodic site visits to download and process the groundwater data. This data will be used to provide the designer and prospective contractors with seasonal groundwater variations across the site.

## 6.4 Geotechnical Design Services

**Evaluate Field and Laboratory Data:** Based on the borings and the laboratory test results on selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.

**Develop Geologic Cross-Sections:** HWA will construct geologic cross-sections, as needed, for the project. These cross sections will show near surface soil conditions and will be provided in a geotechnical report.

**Generate AASHTO Seismic Design Parameters:** Based on the soils encountered along the alignment, HWA will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Specifications for Roads and Bridges.

**Evaluate Liquefaction Potential:** HWA will evaluate the susceptibility of the subsurface soils to liquefaction along the corridor and assess the potential impacts to the proposed improvements.

**Conduct Signal Pole and Luminaire Foundation Design:** HWA will provide geotechnical recommendations for design and construction of the signalization and luminaire improvements. We assume that signalization improvements and luminaire foundations will be designed based on WSDOT standard plans and procedures.

**Conduct Infiltration Screening Analyses and Provide Recommendation:** HWA will evaluate grain size analyses data obtained during exploration of the near surface soils to determine if onsite infiltration of stormwater is reasonable.

**HWA QA/QC:** All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team or the City.

**Project Coordination Meetings:** HWA will participate in up to four (4) project coordination meetings. HWA assumes these meetings will be virtual.

## 6.5 Draft Geotechnical Report

**Prepare Draft Geotechnical Engineering Report:** HWA will prepare a draft geotechnical report for the project. This report will contain the results of the explorations and analyses performed during Phase 1 explorations, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary coring and boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.

## 6.6 Phase 2 Geotechnical Explorations (Pilot Infiltration Testing)

**Conduct Utility Locates:** HWA will mark the proposed PIT location and arrange for utility locates using the Utility Notification Center.

**Additional Utility Locate Site Visits:** HWA will make an additional site visit to verify that the proposed location of the PIT is clear of utilities prior to finalizing the exploration plan.

**Generate PIT Exploration Work Plan Memo:** HWA will prepare a PIT Work Plan Memorandum for the proposed PIT program. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed PIT test along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plans will also be used for permitting that may be necessary to access the PIT locations. HWA assumes the City will provide any required permits or rights of entry at no cost to HWA.

**Obtain Hydrant Permit and Rent Required Equipment:** HWA will work with local jurisdictions to obtain a hydrant use permit. HWA will also rent the required equipment to convey water from the nearest fire hydrant to the location of the proposed PIT test. If a hydrant is determined to not be accessible within the vicinity of our proposed PIT locations, a mobile water truck will be utilized.

**Conduct Pilot Infiltration Test:** One (1) Pilot Infiltration Test (PIT) will be conducted within this scope. The PIT test will be conducted per the appropriate stormwater manual, within the gravel area extending along the proposed project alignment. The exact location of the pilot infiltration tests will be determined based on the soil conditions and configuration of existing utilities.

After utilities have been located, HWA will contract with a local contractor to set up the PIT. The contractor will start by excavating the subsurface soils to the depth of the proposed infiltration facility. A PIT ring will be installed at the base of the excavation and backfilled around with native soil. The excavation and setup for the pilot infiltration test will be conducted the day before the pilot infiltration test is to be completed. Once the site has been prepared and the PIT ring has been installed,  $\frac{3}{4}$  inch plywood will be placed over the excavation upon completion. Caution tape and barriers will be placed around the excavation overnight.

The next morning, HWA will reinstall the traffic control and conduct the PIT. Water for the test will be obtained from existing fire hydrants. We assume one (1) day to complete the PIT test.

After the PIT test is completed, HWA will reestablish the grade at the location of the test. Grade will be reestablished by backfilling with compacted native soils from the excavation. The surface will be reestablished with up to six inches of imported gravel.

**Generate PIT Log and Assign Laboratory Testing:** All of the soil samples retrieved from the PIT test will be sealed in plastic bags and taken to HWA's Bothell, Washington office for further examination and testing. Soil information will be presented in a summary PIT log that will be generated upon completion of our exploration program.

**Conduct Infiltration Analysis:** HWA will evaluate the data obtained from the PIT test and determine an appropriate infiltration rate for use in design of potential infiltration facilities.

## 6.7 Revised and Final Geotechnical Report

**Revised Draft Geotechnical Engineering Report:** Upon completion of the infiltration testing, HWA will update our draft geotechnical report to include recommendations for onsite infiltration.

**Prepare Final Geotechnical Engineering Report:** Upon completion of the design, HWA will prepare a final geotechnical report for the project. This report will contain the results of the explorations and analyses performed during Phases 1 and Phase 2 explorations including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary coring and boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.

Deliverables:

- Draft and Final geotechnical engineering report

## 6.8 Plan and Specification Review

HWA will conduct a plan review at the 60%, 90%, and Final milestones to evaluate that the geotechnical aspects of the project have been incorporated into the project plans.

## 6.9 Optional Infiltration Testing Services

If large scale pilot infiltration testing is not feasible or allowed along the project corridor, HWA understands that alternative areas may be considered for use of onsite infiltration. We expect that these alternative areas may not have the area needed to conduct large scale PIT testing. If this is the case, HWA proposes to conduct the following tasks as optional services.

- **Screen Proposed Infiltration Locations for Feasibility:** In support of siting proposed alternative infiltration locations, HWA will review existing readily available subsurface information to assist in finding areas with subsurface soils and groundwater conditions suitable for use of onsite infiltration.
- **Plan Optional Infiltration Testing:** HWA will plan and coordinate optional infiltration testing at the locations identified by the team. The optional infiltration testing program will consist of conducting EPA falling head permeability tests at the locations of proposed stormwater facilities. The optional infiltration testing program will take place late in the design process once stormwater facility locations are identified.
- **Conduct Utility Locates:** HWA will mark the proposed optional infiltration test locations and arrange for utility locates using the Utility Notification Center. Due to the number of utilities along the project corridor, HWA will make an additional site visit to verify if the proposed locations of the EPA falling head tests are clear of utilities prior to finalizing the exploration plans and mobilizing the equipment.
- **Generate Optional Infiltration Testing Exploration Memo:** HWA will prepare geotechnical exploration memo for the proposed optional infiltration testing program. The memo will be submitted to the design team and the City for review and approval. The memo will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the City or Perteet, in support of this project, will acquire and provide any required permits or right of entries at no cost to HWA. HWA assumes that all infiltration tests will be conducted outside of the travel lanes and only require shoulder closures for traffic control plans.
- **Conduct Optional Infiltration Testing:** HWA will conduct Falling Head percolation tests at up to four (4) locations. These tests will not be conducted until such time as the location of the proposed stormwater facilities have been identified and the subsurface soils have been screened to determine infiltration potential. Each percolation test will be conducted in general accordance with the EPA falling head test procedures. HWA assumes that each test will be conducted three to four feet below ground surface. HWA assumes that each test will be conducted within the right-of-way and outside of the travel lanes. Upon completion, the receptor soil will be sampled for confirmatory laboratory testing, then each of the proposed test locations will be backfilled with native soils.
- **Generate Test Logs and Assign Laboratory Testing:** HWA will prepare summary logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, and Atterberg Limits.
- **Conduct Infiltration Analysis:** HWA will evaluate the data obtained from the EPA falling head tests and determine an appropriate infiltration rate for use in design of potential infiltration facilities.

#### Assumptions:

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- Non-contaminated drilling spoils and related debris will be drummed on-site and transported off-site for disposal by the drilling subcontractor.
- HWA will be responsible for all post drilling clean up.

- All required street use permits will be provided by the City at no cost to HWA.
- Geotechnical borings conducted through the pavement and pavement cores will be patched with quick drying cement. Sawcutting of the pavement or hot mix asphalt patches will not be required.
- Geotechnical explorations will be completed during daylight hours.
- The borehole locations will be surveyed by others.
- The site soils will support standard plan signal pole and luminaire foundations design. Non-standard signal pole or foundation design is assumed to not be required.
- The monitoring wells installed as part of the field explorations will be maintained throughout design and abandoned by the contractor during construction.
- The monitoring wells will be installed within the shoulder or beyond the shoulder where no traffic control will be needed for accessing the monitoring well.
- No uniformed police officer will be required for traffic control implementation during the exploration program.
- No additional staff will be provided during explorations to guide pedestrians past work areas.
- No flaggers will be required to conduct the proposed field work.

Deliverables:

- Geotechnical Explorations Work Plan Memorandum (Phase 1 and 2) – PDF
- Draft, Draft Final, and Final Geotechnical Engineering Reports – PDF

## Task 7 – Traffic Analysis

The City has already studied options for vehicular operations at the intersection. The Consultant will supplement the previously completed analysis to determine recommendations for this project. The Consultant will use the models developed in prior modeling efforts by the City at this intersection.

The Consultant will base the Preliminary Engineering (30%) design for the project on the preferred concept resulting from the Traffic Analysis.

### 7.1 Existing Traffic Data

The City shall provide existing traffic counts, Synchro models, and recent traffic reports for the intersections illustrated on Figure 2 – Traffic Study Intersections if these items have been updated since the Consultant's work at the Redmond Way and East Lake Sammamish Parkway/180th Avenue NE intersection. This information will include both AM and PM peak hour data if available. The City shall provide design year (2035) AM and PM peak hour data for the same locations.

### 7.2 Safety Evaluation

The Consultant will collect available five-year collision data from the City and WSDOT. Using this information, the Consultant will conduct a safety evaluation using the methodology outlined in the *Highway Safety Manual* (HSM) to assess if there are potential intersection improvements that could be made as part of the project to improve safety. The Consultant will classify collisions using the KABCO scale, use the HSM predictive method to identify potential for improvement, and recommend countermeasures to reduce collision likelihood. The limits of

this safety analysis will be all crash records coded as occurring at or related to the intersection of Redmond Way and NE 70th Street or along 180th Avenue NE within 250 feet in either direction of the proposed NE 70th Street intersection.

### 7.3 Operations Analysis

To determine the appropriate configuration for both the Redmond Way/NE 70th Street Intersection and the 180th Avenue NE/NE 70th Street intersection, the Consultant will evaluate the impacts of up to two (2) intersection configurations and channelization options for each Intersection. All analysis will be done in Synchro/SimTraffic, which is the modeling tool that has been used on prior City analysis efforts. Analysis by the Consultant will be in the AM and PM peak hours for existing conditions and future (2035) conditions. Additional analysis using other analysis programs or extra alternatives will require a supplement to this Scope of Services.

### 7.4 Traffic Analysis Memorandum

The Consultant will summarize the results of the analysis in a Traffic Analysis Technical Memorandum. The Consultant assumes the memorandum will be limited to eight pages (excluding appendices). This memorandum will include the following:

- Quantitative comparison of the performance metrics (control delay, level of service, and 95th percentile queues) of the existing conditions to the proposed alternatives.
- Proposed channelization for the corridor based on existing and future (2035) traffic condition analysis, including a qualitative discussion of including a center turn lane.
- Recommended turn pocket lengths based on existing and future (2035) traffic condition analysis.
- Required traffic signal design modifications to facilitate bicycle and pedestrian movements at the Redmond Way and NE 70th Street intersection.

Deliverables:

- Draft Traffic Analysis Technical Memorandum (in electronic PDF format)
- Final Traffic Analysis Technical Memorandum (in electronic PDF format)

## Task 8 – WSDOT Coordination

### 8.1 Alternatives Evaluation

The Consultant will generate an exhibit of the proposed Redmond Way and NE 70th Street intersection based on the Traffic Analysis completed in Task 7. This exhibit will illustrate proposed vehicle and bicycle lanes on the NE 70th Street extension and any proposed modifications to the intersection channelization or sidewalk corners compared to the DRLE design that WSDOT has previously reviewed. Within this exhibit, the Consultant will note the design elements that the Consultant anticipates will require deviation approval or justification by WSDOT.

The Consultant will share this exhibit with WSDOT review staff for comments prior to preparing the first set of WSDOT Channelization Plans. This task includes up to one (1) comment resolution meeting between the City, Consultant, and WSDOT to discuss WSDOT comments on the exhibit. The Consultant will incorporate the design as modified by agreed-to comments in Task 8.2 and the 30% design.

## 8.2 WSDOT Channelization Plans for Approval

The Consultant will prepare and submit to WSDOT Channelization Plans for Approval for proposed improvements at the Redmond Way/NE 70th Street Intersection. Up to three (3) submittals of channelization plans are included.

## 8.3 WSDOT Documentation

The Consultant will prepare and submit to WSDOT the required documentation to satisfy WSDOT requirements, including: design approval memorandum, summary of design, design decision and/or design analysis forms, and a truck turn simulation exhibit. This scope includes up to four (4) WSDOT Design Decision or Design Analysis forms associated with WSDOT Channelization Plans for Approval. Up to three (3) submittals of each element of the WSDOT documentation package is included. WSDOT documentation will follow the WSDOT Design Manual format.

### Assumptions:

- The Consultant assumes that the WSDOT Channelization Plans for Approval will consist of up to three (3) channelization sheets for improvements at the Redmond Way/NE 70th Street Intersection. The three (3) sheets will be at 1"=40' scale when plotted on 11" x 17" sheets. Additionally, the Consultant assumes the Channelization Plans for Approval package will include one (1) cover sheet, one (1) typical sections sheet, one (1) channelization detail sheet, and one (1) alignment plan sheet for a total of an assumed seven (7) sheets for the complete Channelization Plans for Approval set.
- If additional channelization plan submittals or documentation elements or submittals beyond the number included above are required, they will be performed under a supplement to this agreement. If additional channelization plan submittals or documentation elements or submittals beyond the number included above are required, they will be performed under a supplement to this agreement.
- The Consultant shall respond to WSDOT comments after each submittal and resolve comments, if necessary, with WSDOT staff. The Consultant shall track all resolution and incorporation of each comment in a comment log. Up to two (2) members of the Consultant team shall attend up to three (3) comment resolution meetings with WSDOT as part of this task, including the meeting under Task 8.1.

### Deliverables:

- Design analysis exhibit
- Up to three (3) WSDOT Channelization Plans for Approval packages at 1" = 40' half-size scale submitted electronically to the City and WSDOT (final approved submittal may be at 1" = 20' on full-size sheets)
- Up to three (3) WSDOT documentation packages in MS Word/Excel (for the basis of design only) and PDF format, submitted electronically to the City and WSDOT
- Agendas and minutes for WSDOT coordination meetings (up to three [3])
- Completed comment log for each set of WSDOT comments (up to three [3])

## Task 9 – Environmental Documentation and Permitting

The Consultant will provide NEPA and SEPA environmental documentation and permitting assistance for required federal, state, and local permits, as required by the various resource agencies.

### 9.1 Background Information Review and Analysis

The Consultant will obtain project and resource information relevant to the environmental context of the project action, inclusive of resource agency database review of available information on historical/cultural resources, Ecology facilities, priority/threatened/endangered species, and information from the design team applicable to the environmental context to begin document preparation or exclusion documentation/consideration.

Assumptions:

- No permits or documents outside of this task are assumed.
- Environmental review will be adequately addressed with documents provided under this task and associated with other in-scope documents.

Deliverables:

- Project and resource information relevant to the environmental context of the project

### 9.2 WSDOT Early Coordination with City

A Categorical Exclusion (CE) form will be preliminarily drafted and a virtual meeting will be scheduled by the Consultant with the City and WSDOT staff to consider categorical exclusions and the extent of any requested supplemental documentation for: hazmat review, noise analysis, environmental justice, cultural resources, endangered species, and other CE classification categories under WSDOT NEPA CE review.

Assumptions:

- One (1) meeting will be attended with WSDOT staff, City staff, and Consultant staff (assumed to include the project manager or lead engineer, the environmental planning lead, and the right-of-way consultant).
- The meeting may occur at or before the 30% design level and project guidance will be based on preliminary design knowledge.
- It is assumed that an air analysis will not be required for this project.

Deliverables:

- Meeting notes/comments provided to City via email after site meeting

### 9.3 NEPA CE Form

The Consultant will prepare a preliminary and final CE form for submittal to WSDOT at the 60% design level inclusive of discipline memos.

Assumptions:

- Coordination will occur with WSDOT after submittal to respond to review comments. One (1) revision to the CE form is assumed.



- Once WSDOT agrees the CE form and other supporting documents under this task are complete, they will request the CE be signed by the City for final submittal.

Deliverables:

- Draft and final CE form to City and WSDOT with attachments
- Review correspondence via email

## 9.4 SEPA Checklist

The Consultant will prepare a draft and final SEPA checklist for City use at the 60% design level inclusive of NEPA discipline memos and related project documents under this scope of work as supporting information.

Assumptions:

- SEPA determination will result in a DS or MDNS.
- City will provide one (1) consolidated review on the draft checklist prior to being finalized by the Consultant.
- City will address SEPA public notice requirements.
- SEPA will not be appealed.

Deliverables:

- Draft and final SEPA checklist
- Correspondence via email

## 9.5 Area of Potential Effect (APE) and Cultural Resources Assessment (CRA)

### 9.5.1 APE Memo and WSDOT Support

Preparation of an Area of Potential Effects (APE) for the proposed improvements, includes a brief memorandum describing the project, proposed direct and indirect effects, and a map that shows the boundaries of those potential effects. The memorandum will be prepared in coordination with City and WSDOT for submission to Section 106 consulting parties, including SHPO, FHWA, and Affected Tribes. Services included in this task include review of project specifications, available geotechnical information, preliminary review of background information on the natural and cultural setting of the project, drafting and producing the APE memorandum and map, and completing revisions of the draft that may be needed to prepare a final APE memorandum.

Assumptions:

- The entire APE will be accessible for the field survey.
- The City will provide one (1) consolidated review on the draft APE prior to being finalized by the Consultant team for WSDOT submittal.

Deliverables:

- Draft and Final APE (PDF)

### 9.5.2 Cultural Resources Field Survey

King County parcel 1225059151 and the ROW on its norther boundary were the subject of an archaeological survey and cultural resources assessment in 2017. This existing project report is on file in DAHP's WISAARD. It is assumed that the current project's direct-impact APE will be within this previously surveyed area. If the direct-impact APE includes previously unsurveyed areas and it is deemed necessary as a result of consultation with the DAHP, the Consultant will conduct pedestrian survey of the area not previously investigated. If areas free of impervious surfaces and buried utilities are identified, up to three (3) shovel probes will be hand excavated. If archaeological material is encountered, it will be documented to the extent feasible at the time of the survey. However, no artifacts or other material will be collected.

#### Assumptions:

- Previously unsurveyed area, if any, is expected to be less than 0.5 acres.

#### Deliverables:

- Potential documentation of archaeological material
- Potential documentation and assessment for eligibility to the National Register of Historic Places

### 9.5.3 Reporting

If additional survey is required, a technical report that meets WSDOT, federal, and SHPO/DAHP standards will be completed that describes the APE, its natural and cultural setting, field survey methods and results, and evaluations of the significance of and project effects on specific resources identified during the survey. If an archaeological resource is identified during the survey, it will be documented on a standard Washington State Archaeological Site or Isolate inventory form and appended to the report. One (1) internal draft report will be prepared and submitted electronically for review. One (1) final draft will be submitted to reviewing agencies. One (1) final version will be prepared based on reviewer comments and submitted electronically as a PDF document.

#### Assumptions:

- The City will provide one (1) consolidated review on the draft CRA prior to being finalized by the Consultant team for WSDOT submittal.
- If any archaeological resources are identified during the field survey, they will be documented to the extent allowed by survey data. Additional boundary definition, significance testing, or development of a treatment plan would be conducted under separate scope/cost.

#### Deliverables:

- Draft and Final CRA (PDF)

### 9.6 Environmental Justice (EJ)

An EJ memo with related maps, figures, and tables be prepared to evaluate disadvantaged populations and impacts that may occur in the context of the project action pursuant to CE review criteria.

#### Assumptions:

- The City will provide one (1) consolidated review on the draft EJ memo prior to being finalized by the Consultant team for WSDOT submittal.

## Deliverables:

- Draft and final EJ memo (PDF)
- Correspondence via email

## 9.7 Environmental Noise Evaluation

### 9.7.1 Environmental Noise

The Consultant shall perform a traffic noise analysis for the new roadway connection between Redmond Way and 180th Avenue NE. The study will be based on the current Federal Aid Policy Guide, Sub-chapter H, Part 772 Procedures for Abatement of Highway Traffic Noise and Construction Noise, Federal Highway Administration (FHWA) and the 2011 Traffic Noise Policy and Procedures, Washington State Department of Transportation (WSDOT), March 2020. A detailed description of work to be performed is outlined below, including the required data for the analysis.

The Consultant shall conduct a reconnaissance of the project study area to identify all of the land uses and locate noise sensitive properties within 500 feet of the project as described in 23 CFR Part 772. Physical and terrain features that affect noise propagation and features that may be altered during construction shall be identified.

Noise measurements and traffic counts will be conducted at two (2) sites as needed to calibrate the traffic noise model and to ensure complete description of existing noise levels that are representative of the land uses along the proposed alignments.

Noise modeling validation measurements near existing active roadways will be conducted for a 15 to 20 minute sampling period during daytime off-peak hours (10 AM to 4 PM) when traffic is moving freely. Traffic counts and classifications will be conducted concurrently with the noise measurements. All noise sources will be noted and those that may interfere with future determination of noise abatement will be identified.

Traffic noise levels at each validation measurement site will be predicted using the FHWA Traffic Noise Model (TNM, version 2.5) using the existing roadway configurations and the traffic counts from the noise measurement survey. The sound level predictions will be compared with the measured sound levels to reach close agreement of +/- 2 dB.

Based on site visits, review of aerial mapping, and land use inspection, a set of representative noise modeling sites will be located throughout the project study area. Frequently, one modeling location will be used to represent several nearby locations expected to have noise levels that are the same, or slightly less, than the modeling location. The number of modeling sites will be sufficient to accurately predict existing (2018?), future (year 2040?) No-Build and future Build traffic noise levels, identify all potential traffic noise impacts, and evaluate traffic noise abatement measures. It is estimated that 10 to 20 noise modeling sites may be needed to provide representative noise levels along the project corridor.

Using the validated model, existing peak hour traffic volumes from project traffic engineers will be used with posted speed limit speeds to calculate existing peak hour noise levels at each of the modeling sites from above. Traffic noise levels projections will also be performed for the same sites using the future No-Build traffic volumes. These predicted noise level will be used for comparison with the future Build noise levels and to aid in the understanding of the potential change in project area noise levels.

Future Build noise levels during peak hour will also be modeled at the selected noise sensitive sites with the proposed new and improved roadways. The future Build traffic noise levels will be compared to the approach or exceed and allowable increase noise criteria using the WSDOT policy. For residences, noise impacts occur if future traffic noise levels approach or exceed 66 dBA Leq during peak hours, or an increase of 10 dB or more over the existing traffic noise levels.

In accordance with FHWA and WSDOT requirements, noise abatement measures will be considered at locations along the alignments where traffic noise impacts are predicted. Due to limited right-of-way, it is assumed that noise abatement measures considered will be limited to noise walls, as there is not sufficient right-of-way to consider berms in most sections of the corridor. If noise walls are necessary, the Consultant shall provide location, length, height, profile, estimated cost (using WSDOT Policy) and number of benefiting noise sensitive properties for each proposed barrier. This information will be used to show compliance with WSDOT criteria for reasonable and feasible noise abatement for any recommended noise barriers.

For those areas with traffic noise impacts and no recommended noise abatement measures, the analysis will provide the necessary analysis and information to specifically note the reasons for not providing noise abatement. Construction activities that may cause annoyance at nearby noise sensitive land uses will be qualitatively assessed by the Consultant in accordance with WSDOT's procedures. The Consultant will discuss local laws applying to construction noise, including any limitation on construction during evening and nighttime hours, or on weekends and holidays.

The Consultant shall prepare a noise technical report summarizing the finding of the noise study. The contents will include an introduction to acoustics, land use, methodology, existing noise levels, future No-Build and Build noise levels, noise impacts, and recommended mitigation. The noise report will follow the WSDOT policy for a traffic noise technical analysis. The report will include maps of existing and proposed alignments on vicinity scale maps. Impacts, monitoring locations and sensitive receivers will be shown on area maps at an appropriate scale. Tables, with comparisons, will be prepared to aid in the understanding of project impacts and mitigation. A discussion of potential impacts to future land uses in the context of existing and planned land uses will be provided. Construction noise impacts and local regulations, as described above, will be discussed. The initial report will be submitted in MS Word for review and comments from the City, project shareholders, and WSDOT. After revisions based on the comments are completed, a final report will be produced in PDF electronic format.

#### Assumptions:

- Actual dispersion modeling using specific intersection configurations will not be necessary.
- City will provide one consolidated review on the draft noise evaluation prior to being finalized by the Consultant team for WSDOT submittal and NEPA evaluation.

#### Deliverables:

- Noise Analysis Technical Report (draft and final)
- Noise monitoring sheets and details
- Noise wall locations and heights (where applicable)
- TNM Files

## 9.8 (Biological Assessment) BA No-Effect

A BA no-effect checklist will be prepared to evaluate threatened/endangered that may occur in the context of the project action pursuant to CE review criteria.

## Assumptions:

- City will provide one (1) consolidated review on the draft BA no-effect letter prior to being finalized by the Consultant team for WSDOT submittal.
- Infiltration is assumed for stormwater and formal ESA consultation is not assumed for this task or scope. If formal ESA consultation is triggered a supplemental scope will be necessary for formal BA preparation if recommended by WSDOT under NEPA review.

## Deliverables:

- Draft and final BA no-effect checklist associated with CE form (PDF)
- Correspondence via email

## 9.9 Hazardous Materials Investigation and Technical Memorandum

The primary objective of the Hazardous Materials Technical Memorandum is to evaluate the project area, with focus on the historic and current use of the properties adjacent to the proposed project corridor, for obvious evidence of existing and potential hazardous materials conditions. The Hazardous Material Technical Memorandum will be completed in support of the National Environmental Policy Act (NEPA) documentation for the project. The Hazardous Materials Technical Memorandum will include the following elements:

- Review of federal, state, and local agency environmental regulatory databases for the project corridor area and adjoining properties focusing on the identification of any record of the presence of hazardous substances, underground storage tanks (USTs), or hazardous substance spills
- Review of historical documentation, including:
  - Historical aerial photographs
  - Sanborn Insurance Maps, if coverage is available
  - Reverse city directories for the streets included in the project area
- Review of existing reports documenting previous investigations (if available from Washington State Department of Ecology and/or City of Redmond)
- Site reconnaissance from public rights-of-way or publicly accessible public properties
- Prepare draft and final Hazardous Materials Technical Memorandum deliverable

A Hazardous Materials Technical Memorandum is not considered to be a Phase I ESA that adheres to the American Society for Testing and Materials (ASTM) standards. If the Hazardous Materials Technical Memorandum analysis reveals issues that could impact the project area, more detailed investigations, which may include Phase I ESAs or Phase II ESAs, may be recommended. If further investigation is recommended, a scope of work and cost estimate will be provided at that time.

The Hazardous Materials Technical Memorandum scope of work does not include any specific testing or analysis to determine the presence or absence of any physical, radiological, or biological hazard or condition, including, but not limited to: wetlands, endangered species issues, asbestos containing materials, lead-based paint, lead in drinking water, or radon.

The Hazardous Materials Technical Memorandum and any further recommended investigations (if deemed necessary) will be performed by HWA staff who, to the best of our professional knowledge and belief, meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312. HWA staff members have the

specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the project area.

### **Additional Services**

Although it is unknown at this time if additional services such as Phase I or II ESAs will be required by WSDOT as part of the environmental consulting services, based on a cursory review of Ecology regulated properties that are adjacent to or in the nearby vicinity of the NE 70th Street Extension project area, the potential for this recommendation and the impact to the overall project budget should be considered. Therefore, typical estimates for a Phase I ESA are presented as part of this proposal.

#### **Assumptions:**

- City will provide one (1) consolidated review on the draft Hazmat memo prior to being finalized by the Consultant team for WSDOT submittal and NEPA review.
- The cost provided for a Phase I or II ESA is based on HWA's experience and could vary depending on the project location, historical and environmental regulatory records available, and other variables (i.e., property size, number of buildings, site access, etc.)

#### **Deliverables:**

- Draft and final Hazmat memo (PDF)
- Correspondence via email

## **Task 10 – Storm Drainage Design**

The Consultant will evaluate stormwater for the project area in conformance with the requirements of the City of Redmond Stormwater Technical Notebook (March 2019, as amended on June 5, 2019).

### **10.1 Coordination with City and Resource Agencies**

The Consultant will coordinate with City of Redmond stormwater staff and the maintenance department regarding proposed drainage systems planned for the project. The Consultant will also coordinate with permit specialist regarding drainage components in the documents (prepared under Task 9 of this scope of services) which resource agencies may review.

#### **Assumptions:**

- Coordination effort assumes up to two (2) meetings at the City of Redmond offices.
- The budget assigned for this work element will be limited to the amount designated for this work element.

#### **Deliverables:**

- Draft meeting notes provided in Word format, submitted via email
- Final meeting notes provided in PDF format, submitted via email

## 10.2 Design Criteria

The 2019 Stormwater Technical Notebook and Redmond Municipal Code (RMC) chapters 13.06 and 15.24, will be used as the drainage design manuals for this project. Prior to beginning project drainage design, a Storm Drainage Design Criteria matrix will be prepared summarizing all drainage related requirements and standards.

### Assumptions:

- The Storm Drainage Design Criteria matrix will be provided the City of Redmond for review and concurrence before the Consultant proceeds with detailed design work.

### Deliverables:

- One (1) PDF copy of the Storm Drainage Design Criteria matrix, to be included in the appendix of the Technical Information Report (TIR)

## 10.3 Off-Site Analysis

The Consultant will conduct a downstream analysis extending ¼ mile downstream/down-gradient of the project limits. The downstream analysis will include a review of recent drainage complaint documentation provided by the City (if it exists) and a visual assessment of the downstream route to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A visual above-ground inspection, where practical, will be conducted for the downstream drainage conveyance system associated with the project. Representative photographs will be taken and an assessment of the downstream effects will be performed. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment. The Consultant will prepare a written description of the downstream system conditions and provide a map showing downstream routes. This task does not include detailed hydraulic analysis or computations of the downstream section, but it can be provided as an additional service.

The Consultant will perform a visual inspection of the upstream contributing basin area of the site and provide an estimate of the area draining to the site based on available mapping data and site visit observation. This task does not include a detailed review of upstream basin boundary or land use assessment and any detailed hydraulic analysis or computations associated with the upstream basin, but it can be provided as an additional service.

### Assumptions:

- The site consists of a single TDA and therefore the Consultant will analyze up to one (1) downstream route.
- The downstream route field investigation is assuming the Consultant has permission to enter private properties to conduct the work. If the downstream route field investigation requires access onto private property, right-of-entry permissions will be obtained by the Consultant (Commonstreet).

### Deliverables:

- Off-Site Analysis Write-up, to be included in a section of the Technical Information Report (TIR), see Task 10.8

## 10.4 Site Assessment

Consultant will prepare site assessment maps showing existing drainage features, drainage patterns, and soil conditions within the NE 70th Street corridor. The site assessment maps will be assembled based upon new

topographic survey mapping, City records, and City maps. Off-site information that is outside of the new survey limits will be acquired from GIS mapping, City records, and City maps. The site assessment mapping will include:

- Land use types and areas
- Topographic plans within the road project right-of-way, including enclosed drainage
- Topographic mapping outside of road project right-of-way but within project area of interest (electronic GIS)
- Watershed and stream basin information (electronic GIS)
- Wetlands, streams, and other critical areas (if applicable)
- Relevant Basin Plans that may have impact on drainage design (supplied by City, if available)
- Soil types – Natural Resources Conservation Service (NRCS)

The Consultant will prepare maps identifying existing and proposed impervious areas. This is used for threshold determination in accordance with the drainage standards, and to identify mitigation needs for flow control and water quality treatment. TDA boundaries, based on roadway high points and conveyance system configuration, will be identified on these maps. The Consultant will prepare a summary of area tables for pre-project and post-project conditions.

This work element includes updating the proposed impervious area maps after 60% plans are complete, if there are significant changes to the roadway design that warrants an update.

#### Deliverables:

- Existing Drainage Condition Maps (approximately two [2] 11"x17" sheets, to be included in the TIR, Task 10.8)
- Downstream Routes/Upstream Areas Exhibit (one [1] 11"x17" sheet, to be included in the TIR, Task 10.8)
- Soils Map (one [1] 11"x17" sheet, to be included in the TIR, Task 10.8)
- Existing Impervious Area Maps (approximately two [2] 11"x17" sheets, to be included in the TIR, Task 10.8)
- Proposed Impervious Area Maps (approximately two [2] 11"x17" sheets, to be included in the TIR, Task 10.8)
- Tables identifying the different types of impervious surfaces (to be included in the TIR, Task 10.8)

## 10.5 Water Quality Treatment and Flow Control Calculations

Consultant will prepare sizing calculations for the proposed water quality treatment and flow control facilities.

#### Assumptions:

- The hydrologic analysis conducted as part of this work element will be done using MGSFlood, a continuous simulation modeling software accepted by the Washington State Department of Ecology.

#### Deliverables:

- Water Quality Treatment and Flow Control calculations (to be included in the TIR, Task 10.8)



## 10.6 Coordination with Other Projects (Potential Use of ST Facility)

There is the potential to combine the flow control requirements of the NE 70th Street Extension project with the flow control facility currently being constructed as part of the Sound Transit (ST) Downtown Redmond Light Rail Extension project located downstream of the project site. The Consultant will coordinate with the City and ST to determine if expanding the ST site is a viable option to address flow control for the NE 70th Street project. The City will provide the Consultant with the Downtown Redmond Light Rail Extension TIR for review and reference.

## 10.7 Conveyance Calculations

The Consultant will prepare storm pipe conveyance capacity calculations for new storm drain conveyance systems within the project area limits as follows:

- 60% PS&E: Prepare preliminary pipe sizing and backwater calculations, using StormShed 3G or an equivalent backwater calculation software program and the Rational Method.
- Final PS&E: Prepare final pipe capacity and backwater calculations, using StormShed 3G or an equivalent backwater calculation software program and the Rational Method.

Assumptions:

- Conveyance calculations will be performed for new storm drain conveyance systems only. Existing storm drain conveyance systems will not be analyzed, except for those in Redmond Way (SR 202) if expanding the ST flow control facilities is determined to be the preferred option.
- Gutter flow calculations will not be performed.

Deliverables:

- Conveyance Calculations (to be included in the TIR, Task 10.8)

## 10.8 Draft Stormwater Technical Information Report (TIR)

The Consultant will prepare and submit to the City a draft Stormwater Technical Information Report (TIR) for the project based on the City of Redmond Stormwater Technical Notebook (March 2019). The draft Stormwater TIR will be circulated to City staff for review and comment. City staff will consolidate all comments into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one meeting with City staff to reconcile any outstanding comments. After reconciling comments at this meeting, the Consultant will prepare and submit documentation in Excel format of how comments received will be addressed when a final Stormwater TIR is prepared under Task 10.9.

Deliverables:

- Draft Stormwater TIR for City review and comment submitted electronically in PDF format
- Set of responses to review comments received on the draft Stormwater TIR submitted electronically in PDF format

## 10.9 Final Stormwater TIR

The Consultant shall revise the draft Stormwater TIR based on comments from the City and design revisions since the draft report was submitted. This Scope of Services covers one (1) submittal of the final Stormwater TIR, which the Consultant assumes will not receive further comment from the City.

## Deliverables:

- Final Stormwater TIR submitted electronically in PDF format

## Task 11 – 30% Design, Plans, and Opinion of Costs

The Consultant will prepare 30% design level construction plans and opinion of costs and submit them to the City for review and comment. The plans will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

The Consultant will prepare and submit to the City Preliminary (30%) Design plans for a preferred design alternative for the project, based on the conceptual channelization plans documented in the Traffic Analysis Memorandum and approved by the City. It is assumed that the preliminary plans will fit on three (3) “base sheets,” utilizing 11” x 17” sheets at 1” = 40’ scale. Other scales may be used as appropriate.

### 11.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 30% level of detail. The Consultant anticipates that additional sheets will be required at later submittals to fully detail the project. The list below includes the assumed sheet titles and number of sheets for 30%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index, and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Typical roadway sections	1
Paving and grading plan	2
Drainage plan	2
Channelization, illumination, and signing plan	2
Traffic signal plan	1
Construction sequencing plan	4
<b>Total</b>	<b>15</b>

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above. These plans will inform right-of-way/license to construct needs for the final design stage of the project.

In developing the traffic signal plan as well as the illumination plans, the Consultant will model illumination levels at the intersections to determine if illumination modifications are required.

The construction sequencing plan will inform the Consultant’s development of the traffic control opinion of cost.

### 11.2 Opinion of Cost

The Consultant will prepare and submit to the City a Preliminary (30%) Opinion of Cost based on the Preliminary (30%) Plans, including allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices

and incorporate a 30% contingency to account for the level of completeness of plan preparation and to reflect past experience on similar projects within the region.

Deliverables (for all Task 11 subtasks):

- Preliminary (30%) Plans and Opinion of Cost submitted electronically in PDF format

## Task 12 – 60% Design, Plans, and Opinion of Costs

City staff will consolidate all comments for the 30% Plans and Opinion of Cost into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one (1) meeting with City staff to reconcile any outstanding comments. The Consultant shall track all resolution and incorporation of each comment in a comment log.

### 12.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 60% level of detail. The Consultant anticipates that additional sheets will be required at later submittals to fully detail the project. The list below includes the assumed sheet titles and number of sheets for 60%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index, and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Site preparation and TESC plan	2
Typical roadway sections	1
Roadway plan and profile	2
Intersection details	2
Drainage plan and profile	2
Drainage details	1
Channelization, illumination, and signing plan	2
Traffic signal plan	3
Landscaping plans	2
MOT plans	4
<b>Total</b>	<b>24</b>

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The Consultant will complete the following new tasks to develop the sheets listed above (all design elements listed under the preliminary phase are still applicable to sheets developed under that phase):

- General: incorporate comments from the 30% review and comment resolution.
- General: pothole City utilities to identify horizontal and vertical existing conditions.
- Site preparation: evaluate removal and site preparation limits and best management practices (BMPs) for erosion control and identify structures and obstructions requiring removal.

- Roadway paving and grading: develop a roadway, sidewalk, and driveway elevation model; refine design elements to achieve compliance with PROWAG dated July 26, 2011 standards (or MEF); adjust paving limits as necessary to achieve grading goals.
- Intersections: document horizontal and vertical design data at intersections, including curb return data and curb ramp size and grading.
- Roadway details: develop non-standard design elements.
- Driveways: design driveway paving connections to existing parking lots or properties.
- Drainage: refine design based on pothole data and utility coordination; generate profile views for proposed pipes and structures, showing existing crossing utilities for a conflict check; detail storm drainage design elements.
- Channelization and signing: detail channelization and sign placement.
- Traffic signals (including illumination, as required): generate applicable schedules for poles, foundations, signal attachments, and conduits; coordinate design with utilities; modify pedestrian pushbutton designs as necessary to achieve ADA.

## 12.2 Opinion of Cost

The Consultant will prepare an opinion of cost for the 60% plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 60% level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the Consultant will endeavor to keep the project within the construction cost identified in the 30% opinion of cost prepared by the Consultant during an earlier phase of work. If the Consultant discovers that likely construction costs have increased from the 30% opinion of cost, the Consultant will make suggestions on how to bring the project back within budget.

In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Deliverables (for all Task 12 subtasks):

- Completed comment log for the Preliminary (30%) Plans and Opinion of Cost submitted electronically in PDF format
- 60% plans (half-size) and opinion of cost estimate submitted electronically in PDF format

## Task 13 – 90% Design, Plans, and Opinion of Costs

City staff will consolidate all comments for the 60% Plans and Opinion of Cost into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one (1) meeting with City staff to reconcile any outstanding comments. The Consultant shall track all resolution and incorporation of each comment in a comment log.

### 13.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 90% level of detail. The Consultant anticipates that the 90% design will include all sheets for the final construction document package to be used by the contractor. The list below includes the assumed sheet titles and number of sheets for 90%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index, and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Site preparation and TESC plan	2
Typical roadway sections	1
Roadway plan and profile	2
Intersection details	2
Drainage plan and profile	2
Drainage details	1
Channelization, illumination, and signing plan	2
Illumination details	1
Traffic signal plan and details	5
Landscaping plans and details	3
MOT plans	4
<b>Total</b>	<b>28</b>

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The Consultant will complete the following new tasks to develop the sheets listed above (all design elements listed under the prior design phases are still applicable to sheets developed under that phase):

- General: incorporate comments from the 60% review and comment resolution.
- General: coordinate elements for consistency with the project specifications.
- General: review project constructability and revise design elements as necessary.
- Roadway paving and grading: finalize roadway, sidewalk, and driveway elevation model.
- Traffic signals: provide traffic signal wiring diagram.
- Illumination: provide illumination one-line (wire) diagram and details.

### 13.2 Specifications

The Consultant will prepare a Project Manual for the project based on English units for the 90% submittal. This will include Special Provisions for the items of work that are not covered by the 2020 WSDOT/APWA Standard Specifications, including any Redmond General Requirements (to be provided by the City), as well as bid and contract forms.

### 13.3 Opinion of Cost

The Consultant will prepare an opinion of cost for the 90% plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 90% level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the Consultant will endeavor to keep the project within the construction cost identified in the 60% opinion of cost prepared by the Consultant during an earlier phase of work. If the Consultant discovers that likely construction costs have increased from the 60% opinion of cost, the Consultant will make suggestions on how to bring the project back within budget.

In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Deliverables (for all Task 13 subtasks):

- Completed comment log for the 60% Plans and Opinion of Cost submitted electronically in PDF format
- 90% plans (half-size), project manual including specifications, and opinion of cost estimate submitted electronically in PDF format

## Task 14 – 100% Design, Plans, and Opinion of Costs

City staff will consolidate all comments for the 90% Plans, Project Manual, and Opinion of Cost into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one (1) meeting with City staff to reconcile any outstanding comments. The Consultant shall track all resolution and incorporation of each comment in a comment log.

The Consultant shall prepare this design stage to be construction-ready. The Consultant assumes that no comments will be received after submitting the 100% PS&E documents.

### 14.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 100% (construction-ready) level of detail. The Consultant anticipates that the 100% design will include all sheets for the final construction document package to be used by the contractor (see sheet list in Task 16).

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The Consultant will complete the following new tasks to develop the sheets listed above (all design elements listed under the prior design phases are still applicable to sheets developed under that phase):

- General: incorporate comments from the 90% review and comment resolution
- General: designate all sheets as construction-ready through signatures by each engineer of record.

## 14.2 Specifications

The Consultant will revise the 90% Project Manual based on comments received from the City to produce a 100% (construction-ready) Project Manual. The Consultant's engineer of record shall sign the construction-ready Project Manual.

## 14.3 Opinion of Cost

The Consultant will prepare an opinion of cost for the 100% (construction-ready) plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 100% (construction-ready) level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the Consultant will endeavor to keep the project within the construction cost identified in the 90% opinion of cost prepared by the Consultant during an earlier phase of work. If the Consultant discovers that likely construction costs have increased from the 90% opinion of cost, the Consultant will make suggestions on how to bring the project back within budget.

In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Deliverables (for all Task 14 subtasks):

- Completed comment log for the 90% Plans and Opinion of Cost submitted electronically in PDF format.
- 100% plans (half-size; stamped and signed), project manual, including specifications (stamped and signed), and opinion of cost estimate submitted electronically in PDF format. These materials will be submitted to Builders Exchange by the City for construction advertisement.

## Task 15 – Right-of-Way Acquisition (Commonstreet)

Commonstreet, as a Subconsultant to the Consultant (Perteet), will support the survey and construction activities through the following right-of-way related tasks:

- Obtaining rights of entry.
- Conducting appraisals and review appraisals for fee simple acquisition.
- Negotiating licenses to construct or temporary construction easement (TCE) agreements.

All right-of-way acquisition services will be conducted in accordance with the Uniform Relocation Act, its policies and procedures; the Washington Administrative Code; the Code of Federal Regulations; WSDOT's Right of Way Procedures Manual, M26-01.18, and WSDOT's Local Agency Guideline LAG M36-63.34.

## 15.1 Project Management

### 15.1.1 Coordination

The Consultant will provide overall coordination for right-of-way activities; maintain records, files, documents, and reports. The parcels for which right-of-way activities may be needed are highlighted in yellow in Figure 2.



Figure 2. Potential Right-of-Way Parcels.

### 15.1.2 Monthly Project Meetings

The Consultant will attend monthly project status meetings as requested, up to a maximum of eight (8) meetings.

#### Assumptions:

- The City and Perteet will provide parcel sites and other parcel information, right-of-way plans, and legal descriptions.
- The Consultant will be the point-of-contact for property.
- Real estate legal services will be provided by City of Redmond legal staff.

#### Deliverables:

- Monthly written status reports and invoices

## 15.2 Rights of Entry

Commonstreet will negotiate rights of entry with up to six (6) adjacent property owners so that survey, drainage system evaluations, and potentially geotechnical explorations can be completed. These rights of entry will be secured before survey or geotechnical exploration activities begin. Negotiations may include up to two (2) meetings with each parcel owner, for a total of up to twelve (12) meetings.

#### Deliverables:

- Right-of-way activities log in Microsoft Excel format
- Completed rights of entry for all necessary parcels in PDF format



### 15.3 Pre-Negotiation Services

#### 15.3.1 Document Review/Title Clearance

The Consultant will review Title Commitment Reports, Right-of-Way Plans, Legal Descriptions, and Exhibits. Consultant will research title encumbrances for up to one (1) fee acquisition, prepare a Memorandum of Title identifying all recommended title clearing actions and coordinate clearing of all title encumbrances determined necessary by City.

Deliverables:

- Memorandum of Title for up to one (1) Fee Acquisition

#### 15.3.2 Obligation Funds and WSDOT Authorization for R/W Acquisitions

The Consultant will prepare a project funding estimate in accordance with the rules of WSDOT's Right-of-Way Procedures Manual, M26-01.18, and LAG Chapter 25.4 Project Funding Estimate (PFE) for WSDOT's review and approval for up to six (6) parcels that are illustrated in Figure 2.

Assumptions:

- Right-of-way plans and legal descriptions are included in other tasks included in this scope of services. The Consultant will be the point-of-contact for property owners.
- Real estate legal services will be provided by City of Redmond legal staff.

### 15.4 Appraisals

Commonstreet will coordinate services for the preparation of appraisals for up to one (1) fee simple acquisition and up to five (5) temporary construction easements (TCEs). Appraisals will be managed by Commonstreet, utilizing their WSDOT-approved, partnering subconsultant appraisal firm, in accordance with the WSDOT Right-of-Way Manual.

### 15.5 Review Appraisals

Commonstreet will coordinate services for the preparation of review appraisals for up to one (1) fee simple acquisition and up to five (5) TCEs. Review appraisals will be managed by Commonstreet, utilizing their WSDOT-approved, partnering subconsultant appraisal firm, in accordance with the WSDOT Right-of-Way Manual.

### 15.6 Negotiations

Commonstreet will conduct negotiations for up to one (1) fee simple acquisition and up to five Commonstreet will conduct negotiations for up to one (1) fee simple acquisition and up to five (5) TCEs. Negotiations will be conducted by Commonstreet in accordance with the WSDOT Right-of-Way Manual. After completion of negotiations, Commonstreet will assist City in property owner payments and will facilitate the recording of

conveyance documents with the County Assessor. Once documents are recorded, Commonstreet will complete a Quality Control Review of all acquisition files and submit to City in physical and electronic copies.

## 15.7 Negotiations Support (by design team)

The design engineering team will provide support to Commonstreet and the City during negotiations with property owners. This support will include up to six (6) meetings with property owners, and preparation of informal informational exhibits (one for each parcel) and materials to be used by the appraiser, project team, and property owners. The budget assigned for this work element will be limited to the amount designated for this work element.

Exclusions:

- The actual filing of condemnation and subsequent litigation.
- Closing costs such as recording fees, escrow services, title insurance fees, title reports, transfer taxes, etc., penalty costs for pre-payments; costs of a pre-existing mortgage; the pro rate share of real property taxes paid subsequent to vesting title to the City. These costs will be paid directly by the City.
- Continued negotiation services during condemnation or work associated in preparing and/or obtaining possession and use agreements.
- Legal descriptions (prepared by others).

## Task 16 – Maximum Extent Feasible (MEF) Documentation

### 16.1 Coordination with WSDOT

The Consultant will coordinate with WSDOT regarding acceptance and the determination of compliancy of pedestrian facilities. This includes up to two (2) site visits with WSDOT, phone calls, and e-mail coordination.

The Consultant will also coordinate with WSDOT regarding a courtesy review of the MEF documentation, and regarding pedestrian facility design questions from WSDOT.

Deliverables:

- WSDOT concurrence regarding curb ramp and pedestrian signal design

### 16.2 Design MEF Documentation

When full ADA accessibility criteria cannot be met by the pedestrian facility improvements, an MEF document must be prepared as part of the project documentation. The Consultant will prepare a designed conditions MEF document for the project. Justification will be provided as part of the documentation.

Work Elements:

The Consultant will prepare design MEF documentation for the City's documentation. The MEF documentation is anticipated to include the following elements:

- Project Description – this will be a general description of the overall project.

- Design Standards – this will be a general statement identifying the guidelines/manuals used and the criteria to be met for pedestrian facilities.
- Summary of Facilities and Evaluation – this will be a short summary of the facilities that will be evaluated, including a general statement that the project design was intended to be compliant, then identifying specific elements that are non-compliant and a justification for the reason(s) why.
- Summary of proposed design and compliancy for curb ramps, pedestrian crossings, driveways, sidewalks, and pedestrian signals, as applicable.
- The Consultant will provide a draft MEF document for the City to review. The Consultant will incorporate the review comments into a final MEF document.

This task provides for the preparation of the design MEF document, which will reflect the Consultant's designed improvements, and will be provided to the City. Upon completion of construction, it is recommended that the design MEF document be modified to reflect the constructed improvements as the constructed MEF document. This Scope of Services does not include work to revise the design MEF document and produce the constructed MEF document.

#### Assumptions:

- The Revised Draft Guidelines for Accessible Public Rights-of-Way (2011 PROWAG) will be the design guidelines and measurement of compliancy for pedestrian facilities, as determined by WSDOT.
- Detailed information for every pedestrian facility (for example, each curb ramp with every slope measurement, dimensions, etc.) will not be provided in the MEF.
- Existing non-compliant curb ramps are generally non-compliant in most or all of the elements (such as dimensions, landings, slope); therefore, a detailed overview of the individual existing elements will not be provided for each curb ramp, but there will be a general statement of "non-compliancy" for each ramp, as necessary.

#### Deliverables:

- One (1) electronic copy of the Draft MEF Document in PDF format
- One (1) electronic copy of the Final MEF Document in PDF format

## Task 17 – QA/QC Program

The Consultant will conduct an internal quality assurance program prior to all submittals. Documentation will be submitted to the City for major submittals, which are defined as the project basemapping, draft and final Technical Reports, as well as the 30%/60%/90%/100% engineering submittals. This task will supplement the continuous quality assurance program by conducting a detailed review of each major submittal for compliance with project criteria and consistency with the project goals.

#### Deliverables:

- Markups of major submittal quality control reviews submitted electronically with each major submittal. One (1) quality control review document will be submitted for each of the following:
  - Project Basemap
  - 30% Preliminary Engineering Submittal (Plans and Opinion of Cost Estimate)
  - Draft Stormwater Report

- Final Stormwater Report
- 60% Final Engineering Submittal (Plans and Opinion of Cost Estimate)
- 90% Final Engineering Submittal (Plans, Project Manual, and Opinion of Cost Estimate)

## Task 18 – Bid Support

The Consultant will support the City during the bidding phase of the project. The Consultant will respond to requests for clarifications and prepare Addendums. The budget assigned for this work element will be limited to the amount designated for this work element.

### 18.1 Provide Bid Clarifications

The Consultant will respond to Contractor questions as requested by the City during the bidding process. The Consultant will provide clarifications to the City, which may include Plan sheet revisions, Special Provision language, or information clarification.

Deliverables:

- Written clarifications to bid questions, including text and plan sheet revisions if applicable (email format)

### 18.2 Addenda

The Consultant will assist the City with preparing materials to be included with up to three (3) Addenda, as required.

Assumptions:

- The City will prepare addendums for distribution during the bidding process.
- The City will prepare the bid tabulation.
- The City will determine if the bids are responsive or not.
- The City will track bid questions and communicate with bidders.
- The City will produce bid sets.
- The City will review bid tabulations against the opinion of cost (engineer's estimate).
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Materials to be included with addenda, as requested, for up to three (3) Addenda

### 18.3 Conformed Construction Documents

The Consultant will modify the original bid documents to include any addendums and then reissue both the Contract Plans and Contract Provisions as a set of Conformed Construction Documents for use during construction. Also included in the Conformed Construction Documents will be copies of the bid proposal for the Contractor who is awarded the project.

**Deliverables:**

- Five (5) copies of the Conformed Construction Plans (half-size) and Conformed Project Manual submitted in hard copy form and delivered by US Mail to the City. One (1) hard copy original of the Conformed Construction plans (full-size) and Conformed Project Manual for reproduction by the City for construction purposes, delivered by US Mail to the City.

**Task 19 – Management Reserve**

Additional services may be performed by the Consultant at the request of the City, but only after written authorization has been given by the City defining the Scope of Services to be performed.

**Additional (Optional) Services**

The Consultant may provide additional services as directed by the City which are not identified in this Scope of Services from the available Management Reserve funds. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract. These additional services may include, but are not limited to, additional project coordination, additional public involvement, additional design analysis, additional environmental documentation or permits, and additional right-of-way services.

**Items to be furnished by the City**

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the Client agrees that the Consultant shall have no responsibility for any portion of the Project designed by other consultants engaged by the Client.

1. Copies of all previous studies and environmental documentation of the project.
2. Copies of plans, profiles, cross sections, field topographic survey notes or documents available to the City that will aid in the preparation of the plans and studies within the limits of the project.
3. Existing traffic counts since 2015 in the study area, including turning movement counts, daily/hourly volume or speed counts, and truck counts.
4. Current City Synchro models for AM and PM peak hours.
5. Output from the City's Traffic Demand Model for the base and forecast 2035 years (AM and PM peak hours).
6. As-built information of existing plans.
7. Digital orthophotography with datum statement and survey control points used.
8. Property title reports to define existing right-of-way within the project limits.
9. Meeting rooms for public meetings.
10. The City will be responsible for the printing, postage, and mailing of information to the community.
11. The City will provide relevant local land use and zoning documents.
12. The City will provide relevant digital maps available through the City's GIS, including but not limited to: 1) existing land use, 2) Comprehensive Land Use Map, 3) zoning map, 4) aerial photography, 5) utilities, and 6) other maps as applicable.

**Design Criteria**

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents:

1. AASHTO 2018, "A Policy of Geometric Design of Highways and Streets."
2. WSDOT, "Standard Specifications for Road and Bridge Construction."
3. WSDOT, "Design Manual."
4. WSDOT, "Materials Laboratory Outline."
5. WSDOT, "Construction Manual."
6. WSDOT, "Local Agency Guidelines."
7. Highway Research Board's Manual entitled "Highway Capacity."
8. FHWA and WSDOT, "Manual on Uniform Traffic Control Devices for Streets and Highways."
9. Standard drawings prepared by City of Redmond and furnished to the Consultant will be used as a guide in all cases where they fit design conditions and where no City of Redmond standard drawings are applicable; WSDOT Standard Plans will be used as a default.
10. AASHTO "Guide for the Development of Bicycle Facilities."
11. AASHTO 1993 "Guide for the Design of Pavement Structures."
12. City of Seattle Right-of-Way Improvements Manual (for pavement design criteria only).
13. WSDOT Highway Runoff Manual.
14. WSDOT Hydraulics Manual.
15. City of Redmond Stormwater Technical Notebook.
16. City of Redmond Municipal Code.
17. City of Redmond Bicycle Design Manual.

Changes in any design standards or requirements after services have begun may result in extra work and require a supplement to the Agreement.

## **Exhibit B**

### **DBE Participation Plan**

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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.

<b>Firm Name, Certification Numbers</b>	<b>Role on Perteeet Team</b>	<b>Anticipated % Commitment</b>
<b>1 Alliance Geomatics, LLC</b> SBE, UDBE, DBE – D4M0022928, MBE – M4M0022928	Land surveying, R/W plan preparation	10%
<b>HWA GeoSciences, Inc.</b> UDBE, SBE, DBE – D5F0024692, MWBE – M5F0024692	Geotechnical services, hazardous material screening	12%
<b>Michael Minor &amp; Associates, Inc.</b> SBE, DBE – DM0016853 MBE – M3M0016853	Noise, air and vibration consulting	2%

# ***Exhibit C***

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

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

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

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

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

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



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

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

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

## II. Any Other Electronic Files to Be Provided

## III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

# ***Exhibit D***

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

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See attached Exhibit D, fee determination

## Exhibit D - Consultant Fee Determination Summary



2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Redmond NE 70th St: Red Way to 180th Ave

Client: City of Redmond

Hourly Costs			
<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	236	\$327.79	\$77,358
Sr. Associate	26	\$244.52	\$6,358
Sr. Associate	107	\$249.57	\$26,704
Sr. Engineer / Mgr	490	\$181.72	\$89,045
Lead Engineer / Mgr	210	\$155.14	\$32,579
Engineer II	80	\$116.89	\$9,351
Engineer II	60	\$117.87	\$7,072
Engineer II	938	\$120.33	\$112,870
Lead Technician/Designer	620	\$126.06	\$78,158
Lead Technician/Designer	32	\$161.88	\$5,180
Lead Planner/Manager	8	\$145.71	\$1,166
Planner II	78	\$145.02	\$11,311
Construction Supervisor	20	\$251.27	\$5,025
Accountant	24	\$149.57	\$3,590
Clerical	20	\$103.14	\$2,063
Cultural Resources Specialist II	30	\$119.74	\$3,592
<b>Total Hourly Costs</b>	<b>2,979</b>		<b>\$471,422.00</b>

Reimbursables	
<u>Expenses</u>	<u>Amount</u>
Reproduction - Reimbursed	\$550
<b>Total Expenses</b>	<b>\$550.00</b>

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.585	1,200	\$0.585	\$695
<b>Total In-House Costs</b>			<b>\$695.00</b>

Subconsultants			
<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
1 Alliance Geomatics, LLC	\$70,086.00	1.00	\$70,086
Commonstreet Consulting	\$72,112.00	1.00	\$72,112
HWA GeoSciences Inc	\$81,644.00	1.00	\$81,644
Michael Minor & Associates, Inc.	\$13,678.00	1.00	\$13,678
<b>Total Subconsultant Costs</b>	<b>\$237,520.00</b>		<b>\$237,520.00</b>

Management Reserve	
Management Reserve	\$48,000

<b>Contract Total</b>	<b>\$758,187.00</b>
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Prepared By: Peter G De Boldt

Date: April 26, 2022

**Exhibit D-1**  
**Subconsultant Cost Computations**  
**City of Redmond NE 70th Street: Redmond Way to 180th Avenue**  
**Fee Schedule**

**Prime Consultant: Perteet, Inc. 20210164**

<b>Position Classification</b>	<b>Max Direct Salary Rate</b>	<b>Overhead @ 196.48%</b>	<b>Profit @ 31.00%</b>	<b>Max Rate Per Hour</b>
Principal	\$100.11	\$196.70	\$31.03	\$327.84
Sr. Associate	\$84.98	\$166.97	\$26.34	\$278.29
Sr. Engineer/Sr. Project Manager	\$68.00	\$133.61	\$21.08	\$222.69
Lead Engineer/Manager	\$53.55	\$105.22	\$16.60	\$175.37
Engineer 3	\$44.50	\$87.43	\$13.80	\$145.73
Engineer 2	\$39.38	\$77.37	\$12.21	\$128.96
Engineer 1	\$36.75	\$72.21	\$11.39	\$120.36
Lead Technician/Designer	\$53.56	\$105.23	\$16.60	\$175.40
Technician 3	\$35.00	\$68.77	\$10.85	\$114.63
Technician 2	\$30.00	\$58.94	\$9.30	\$98.25
Technician 1	\$23.00	\$45.19	\$7.13	\$75.33
Sr. Construction Technician	\$43.78	\$86.02	\$13.57	\$143.38
Construction Technician 3	\$40.00	\$78.59	\$12.40	\$131.00
Construction Technician 2	\$36.75	\$72.21	\$11.39	\$120.36
Construction Technician 1	\$30.00	\$58.94	\$9.30	\$98.25
Sr. Planner	\$72.00	\$141.47	\$22.32	\$235.80
Lead Planner	\$45.84	\$90.07	\$14.21	\$150.13
Planner 3	\$45.00	\$88.42	\$13.95	\$147.38
Planner 2	\$44.29	\$87.02	\$13.73	\$145.05
Planner 1	\$30.00	\$58.94	\$9.30	\$98.25
Lead Environmental Scientist	\$55.00	\$108.06	\$17.05	\$180.12
Construction Supervisor	\$76.74	\$150.78	\$23.79	\$251.32
Construction Manager	\$51.50	\$101.19	\$15.97	\$168.67
Construction Engineer 3	\$44.50	\$87.43	\$13.80	\$145.74
Construction Engineer 2	\$38.58	\$75.80	\$11.96	\$126.35
Construction Engineer 1	\$36.75	\$72.21	\$11.39	\$120.36
Sr. Construction Observer	\$57.75	\$113.47	\$17.90	\$189.13
Construction Observer 3	\$38.58	\$75.80	\$11.96	\$126.35
Controller	\$57.75	\$113.47	\$17.90	\$189.13
Contract Administrator	\$66.38	\$130.42	\$20.58	\$217.39
Accountant	\$45.68	\$89.75	\$14.16	\$149.60
Clerical	\$27.83	\$54.68	\$8.63	\$91.15
Cultural Resources Specialist 2	\$37.00	\$72.70	\$11.47	\$121.18

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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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. Subconsultants utilized under this agreement include:

- \* 1 Alliance Geomatics, LLC - Exhibit E-1
- \* Commonstreet Consulting - Exhibit E-2
- \* HWA Geosciences, Inc. - Exhibit E-3
- \* Michael Minor & Associates, Inc. - Exhibit E-4

Exhibit E-1 Subconsultant Fee Determination - 1 Alliance Geomatics, LLC

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate <sup>1</sup>	Hours	Total Cost
		<b>109.19%</b>	<b>30.00%</b>			
Project Surveyor	\$98.00	\$107.01	\$29.40	\$234.41	15	\$3,516.09
Sr. Project Manager and Project Manager	\$69.00	\$75.34	\$20.70	\$165.04	34	\$5,611.40
Project Surveyor & QA/QC	\$51.50	\$56.23	\$15.45	\$123.18	160	\$19,709.26
Assistant Project Manager	\$50.00	\$54.60	\$15.00	\$119.60	4	\$478.38
Tech 4 & 5	\$47.70	\$52.08	\$14.31	\$114.09	198	\$22,590.54
Tech 1, 2 & 3	\$36.50	\$39.85	\$10.95	\$87.30	80	\$6,984.35
Administrative Assistant	\$31.00	\$33.85	\$9.30	\$74.15	6	\$444.89
<b>Total of Direct Salary Costs<sup>2</sup></b>						<b>\$59,335.00</b>

**DIRECT NON-SALARY COSTS:**

a.	Travel & Per Diem <sup>3</sup>	\$94
b.	Traffic Control	\$1,330
c.	UG Utility Locates	\$6,300
d.	Communication	\$0
e.	Sampling and Testing	\$0
f.	Subconsultants <sup>4</sup>	\$0
g.	Other (3D Laser Scanner)	\$3,027

**Total of Direct Non-Salary** **\$10,751**  
**GRAND TOTAL<sup>2</sup>** **\$70,086**

<sup>1</sup> **ALL INCLUSIVE HOURLY RATE** includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement

<sup>2</sup> Rounded to the closest whole dollar

<sup>3</sup> **Mileage** paid at the current standard mileage rate established by the Internal Revenue Service (IRS).

<sup>4</sup> Attach Estimate of Consultant Costs and Estimated Hours sheet for each sub consultant.



**Exhibit E-1A**  
**Subconsultant Cost Computations**  
**City of Redmond NE 70th Street: Redmond Way to 180th Avenue**  
**Fee Schedule**

**Prime Consultant: Perteet, Inc. 20210164**  
**Subconsultant: 1 Alliance Geomatics, LLC**

<b>Position Classification</b>	<b>Max Direct Salary Rate</b>	<b>Overhead @ 109.19%</b>	<b>Profit @ 30.00%</b>	<b>Max Rate Per Hour</b>
Principal Surveyor	\$98.00	\$107.01	\$29.40	\$234.41
Sr. Project Manager and Project Manager	\$69.00	\$75.34	\$20.70	\$165.04
Project Surveyor & QA/QC	\$51.50	\$56.23	\$15.45	\$123.18
Assistant Project Manager	\$50.00	\$54.60	\$15.00	\$119.60
Tech 4 & 5	\$47.70	\$52.08	\$14.31	\$114.09
Tech 1, 2 & 3	\$36.50	\$39.85	\$10.95	\$87.30
Administrative Assistant	\$31.00	\$33.85	\$9.30	\$74.16
Classification Title	\$0.00	\$0.00	\$0.00	\$0.01
Classification Title	\$0.00	\$0.00	\$0.00	\$0.00

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Exhibit E-2 Subconsultant Fee Determination - Commonstreet Consulting

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate <sup>1</sup>	Hours	Total Cost
		<b>93.11%</b>	<b>30.00%</b>			
Principal/Senior Advisor	\$100.00	\$93.11	\$30.00	\$223.11	12	\$2,677.32
Senior Project Manager	\$81.03	\$75.45	\$24.31	\$180.79	70	\$12,655.02
Project Manager	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00
Senior Right of Way Agent	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Right of Way Agent	\$28.00	\$26.07	\$8.40	\$62.47	271	\$16,929.59
Senior Project Control Specialist	\$41.16					
		\$38.32	\$12.35	\$91.83	55	\$5,050.76
Project Control Specialist	\$37.50	\$34.92	\$11.25	\$83.67	35	\$2,928.32
<b>Total of Direct Salary Costs<sup>2</sup></b>						<b>\$40,241.00</b>

Travel & Per Diem <sup>3</sup>	\$281
Reproduction Expenses	\$0
Computer Expenses	\$0
Communication	\$0
Sampling and Testing	\$0
Subconsultants <sup>4</sup>	\$31,500
Other (Postage)	\$90

**Total of Direct Non-Salary Costs<sup>2</sup>      \$31,871**  
**GRAND TOTAL<sup>2</sup>      \$72,112**

<sup>1</sup> **ALL INCLUSIVE HOURLY RATE** includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement

<sup>2</sup> Rounded to the closest whole dollar

<sup>3</sup> **Mileage** paid at the current standard mileage rate established by the Internal Revenue Service (IRS).

<sup>4</sup> Attach Estimate of Consultant Costs and Estimated Hours sheet for each sub consultant.

**Exhibit E-2A**  
**Subconsultant Cost Computations**  
**City of Redmond NE 70th Street: Redmond Way to 180th Avenue**  
**Fee Schedule**

**Prime Consultant: Perteet, Inc. 20210164**  
**Subconsultant: Commonstreet Consulting, LLC**

<b>Position Classification</b>	<b>Max Direct Salary Rate</b>	<b>Overhead @ 93.11%</b>	<b>Profit @ 30.00%</b>	<b>Max Rate Per Hour</b>
Principal/Senior Advisor	\$100.00	\$93.11	\$30.00	\$223.11
Senior Project Manager	\$100.00	\$93.11	\$30.00	\$223.11
Project Manager	\$70.68	\$65.81	\$21.20	\$157.69
Senior Right of Way Agent	\$67.31	\$62.67	\$20.19	\$150.17
Right of Way Agent	\$60.12	\$55.98	\$18.04	\$134.14
Senior Project Control Specialist	\$75.81	\$70.59	\$22.74	\$169.14
Project Control Specialist	\$37.86	\$35.25	\$11.36	\$84.48

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Exhibit E-3 Subconsultant Fee Determination - HWA Geosciences, Inc.

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate <sup>1</sup>	Hours	Total Cost
		<b>163.90%</b>	<b>30.00%</b>			
Principal XI	\$88.00	\$144.23	\$26.40	\$258.63	8	\$2,069.06
Geologist VIII	\$76.00	\$124.56	\$22.80	\$223.36	4	\$893.46
Geotechnical Engr. VIII	\$81.00	\$132.76	\$24.30	\$238.06	33.5	\$7,974.98
Geotechnical Engr. V	\$53.00	\$86.87	\$15.90	\$155.77	64.5	\$10,046.97
Geotechnical Engr. I	\$36.25	\$59.41	\$10.88	\$106.54	32	\$3,409.24
Geologist IV	\$47.00	\$77.03	\$14.10	\$138.13	70	\$9,669.31
Geologist II	\$30.00	\$49.17	\$9.00	\$88.17	99	\$8,728.83
Admin Support	\$30.00	\$49.17	\$9.00	\$88.17	4.5	\$396.77
Contracts Admin	\$41.00	\$67.20	\$12.30	\$120.50	7	\$843.49
CAD	\$31.00	\$50.81	\$9.30	\$91.11	16	\$1,457.74
<b>Total of Direct Salary Costs<sup>2</sup></b>						<b>\$45,490.00</b>

Travel & Per Diem <sup>3</sup>	\$180
Datalogger Transducer Rental	\$800
Private Utility Locator	\$500
Phase 1 Traffic Control	\$500
Phase 1 Driller	\$6,000
Phase 2 Traffic Control	\$500
Phase 2 Equipment Rental	\$800
Phase 2 PIT contracotr	\$8,000
Database Sub	\$750
Ecology File Review	\$300
Lab Testing	\$3,500

**Total of Direct Non-Salary Costs<sup>2</sup>      \$21,830**  
**GRAND TOTAL<sup>2</sup>      \$67,320**

<sup>1</sup> **ALL INCLUSIVE HOURLY RATE** includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement

<sup>2</sup> Rounded to the closest whole dollar

<sup>3</sup> **Mileage** paid at the current standard mileage rate established by the Internal Revenue Service (IRS).

<sup>4</sup> Attach Estimate of Consultant Costs and Estimated Hours sheet for each sub consultant.

Exhibit E-3 (Optional Services) Subconsultant Fee Determination - HWA GeoSciences, Inc.

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate <sup>1</sup>	Hours	Total Cost
		<b>163.90%</b>	<b>30.00%</b>			
Geotechnical Engr. VIII	\$81.00	\$132.76	\$24.30	\$238.06	11	\$2,618.65
Geotechnical Engr. V	\$53.00	\$86.87	\$15.90	\$155.77	22	\$3,426.87
Geotechnical Engr. I	\$36.25	\$59.41	\$10.88	\$106.54	20	\$2,130.78
Geologist II	\$30.00	\$49.17	\$9.00	\$88.17	34	\$2,997.78
<b>Total of Direct Salary Costs<sup>2</sup></b>						<b>\$11,174.00</b>

Travel & Per Diem <sup>3</sup>	\$100
Datalogger Transducer Rental	\$0
Private Utility Locator	\$500
Traffic Control	\$500
Equipment Rental	\$800
Lab Testing	\$1,250

**Total of Direct Non-Salary Costs<sup>2</sup>      \$3,150**  
**GRAND TOTAL<sup>2</sup>      \$14,324**

<sup>1</sup> **ALL INCLUSIVE HOURLY RATE** includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement

<sup>2</sup> Rounded to the closest whole dollar

<sup>3</sup> **Mileage** paid at the current standard mileage rate established by the Internal Revenue Service (IRS).

<sup>4</sup> Attach Estimate **of Consultant Costs and Estimated Hours** sheet for each sub consultant.

**Exhibit E-3A**  
**Subconsultant Cost Computations**  
**City of Redmond NE 70th Street: Redmond Way to 180th Avenue**  
**Fee Schedule**

**Prime Consultant: Perteet, Inc. 20210164**  
**Subconsultant: HWA GeoSciences**

<b>Position Classification</b>	<b>Max Direct Salary Rate</b>	<b>Overhead @ 163.90%</b>	<b>Profit @ 30.00%</b>	<b>Max Rate Per Hour</b>
Administrative Support	\$30.00	\$49.17	\$9.00	\$88.18
CAD	\$38.00	\$62.28	\$11.40	\$111.69
Contracts Administrator	\$41.00	\$67.20	\$12.30	\$120.51
Geologist I	\$28.00	\$45.89	\$8.40	\$82.30
Geologist II	\$34.00	\$55.73	\$10.20	\$99.94
Geologist III	\$38.00	\$62.28	\$11.40	\$111.69
Geologist IV	\$45.00	\$73.76	\$13.50	\$132.27
Geologist V	\$50.00	\$81.95	\$15.00	\$146.96
Geologist VI	\$55.00	\$90.15	\$16.50	\$161.66
Geologist VII	\$63.50	\$104.08	\$19.05	\$186.64
Geologist VIII	\$76.00	\$124.56	\$22.80	\$223.37
Geotechnical Engineer I	\$38.00	\$62.28	\$11.40	\$111.69
Geotechnical Engineer II	\$42.00	\$68.84	\$12.60	\$123.45
Geotechnical Engineer III	\$46.75	\$76.62	\$14.03	\$137.41
Geotechnical Engineer IV	\$50.25	\$82.36	\$15.08	\$147.70
Geotechnical Engineer V	\$55.00	\$90.15	\$16.50	\$161.66
Geotechnical Engineer VI	\$70.00	\$114.73	\$21.00	\$205.74
Geotechnical Engineer VII	\$78.00	\$127.84	\$23.40	\$229.25
Geotechnical Engineer VIII	\$81.00	\$132.76	\$24.30	\$238.07
Hydrogeologist VI	\$40.00	\$65.56	\$12.00	\$117.57
Lab/Field Technician I	\$22.00	\$36.06	\$6.60	\$64.67
Lab/Field Technician II	\$24.50	\$40.16	\$7.35	\$72.02
Lab/Field Technician III	\$27.00	\$44.25	\$8.10	\$79.36
Lab/Field Technician IV	\$35.00	\$57.37	\$10.50	\$102.88
Lab/Field Technician V	\$45.00	\$73.76	\$13.50	\$132.27
Principal IX	\$97.50	\$159.80	\$29.25	\$286.56

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Exhibit E-4 Subconsultant Fee Determination - Michael Minor & Associates

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate <sup>1</sup>	Hours	Total Cost
		<b>110.00%</b>	<b>30.00%</b>			
Principal	\$65.00	\$71.50	\$19.50	\$156.00	32	\$4,992.00
Traffic Noise Analyst	\$35.00	\$38.50	\$10.50	\$84.00	96	\$8,064.00
<b>Total of Direct Salary Costs<sup>2</sup></b>						<b>\$13,056.00</b>

Travel & Per Diem <sup>3</sup>	\$622
Reproduction Expenses	\$0
Computer Expenses	\$0
Communication	\$0
Sampling and Testing	\$0
Subconsultants <sup>4</sup>	\$0
Other ( )	\$0

**Total of Direct Non-Salary Costs<sup>2</sup> \$622**  
**GRAND TOTAL<sup>2</sup> \$13,678**

- <sup>1</sup> **ALL INCLUSIVE HOURLY RATE** includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement
- <sup>2</sup> Rounded to the closest whole dollar
- <sup>3</sup> **Mileage** paid at the current standard mileage rate established by the Internal Revenue Service (IRS).
- <sup>4</sup> Attach Estimate of Consultant Costs and Estimated Hours sheet for each sub consultant.

**Exhibit E-4A**  
**Subconsultant Cost Computations**  
**City of Redmond NE 70th Street: Redmond Way to 180th Avenue**  
**Fee Schedule**

**Prime Consultant: Perteet, Inc. 20210164**  
**Subconsultant: Michael Minor & Associates**

<b>Position Classification</b>	<b>Max Direct Salary Rate</b>	<b>Overhead @ 110.00%</b>	<b>Profit @ 30.00%</b>	<b>Max Rate Per Hour</b>
Principal	\$65.00	\$71.50	\$19.50	\$156.00
Traffic Analyst	\$35.00	\$38.50	\$10.50	\$84.00

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost



## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

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

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

# ***Exhibit F - Title VI Assurances Appendix A & E***

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## **APPENDIX E**

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

### **Pertinent Non-Discrimination Authorities:**

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

## ***Exhibit G*** ***Certification Document***

---

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

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the duly authorized representative of the firm of Perteet, Inc.

---

whose address is 2707 Colby Avenue, Suite 900, Everett, WA 98201

---

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Redmond

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

Perteet, Inc.

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**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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



## Memorandum

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-510

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Planning and Community Development	Carol Helland	425-556-2107
------------------------------------	---------------	--------------

**DEPARTMENT STAFF:**

Planning and Community Development	Vangie Garcia	Transportation Planning and Engineering Manager
Planning and Community Development	Micah Ross	Senior Engineer

**TITLE:**

Accept FHWA Grant Funds for the 70<sup>th</sup> Street Improvements (Redmond Way to 180<sup>th</sup>) Project.

**OVERVIEW STATEMENT:**

The City of Redmond has been awarded grant funding for this project in the amount of \$2,700,000 from PSRC. This grant is for the construction phase of the project.

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

**REQUESTED ACTION:**

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Transportation Master Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
Grant funding for the project construction phase must be obligated by June 2024

**OUTCOMES:**

Grant funds will contribute to the construction of this project which supports multi-modal movement of people and

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-510

**Type:** Committee Memo

goods. The extension of NE 70<sup>th</sup> Street from Redmond Way to 180<sup>th</sup> Street creates an alternative connection for drivers in addition to the busy Redmond Way and Eastlake Sammamish Parkway intersection as well as creating a more direct path for people walking and riding bicycles.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
A community outreach plan will be developed and implemented during the design phase of the project.
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Total Project Cost: \$5,239,136

FHWA Grant for Construction Phase: \$2,700,000

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

000343

**Budget Priority:**

Capital Investment Program

**Other budget impacts or additional costs:**

☒ Yes

☐ No

☐ N/A

***If yes, explain:***

Annual operations and maintenance costs after facilities are completed.

**Funding source(s):**

Transportation CIP - Design and Construction \$2,539,136

FHWA Grant - Construction \$2,700,000

**Budget/Funding Constraints:**

Construction funds must be obligated by June 2024.

☐ **Additional budget details attached**

**COUNCIL REVIEW:****Previous Contact(s)**

Date	Meeting	Requested Action
	Item has not been presented to Council	

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
8/16/2022	Business Meeting	Approve

**Time Constraints:**

Design services are expected to take place in 2022 - 2024. Construction is estimated to start in 2024 and be completed by 2025.

**ANTICIPATED RESULT IF NOT APPROVED:**

Without the contribution of grant funding the project could result in cancellation due to insufficient capital funds.

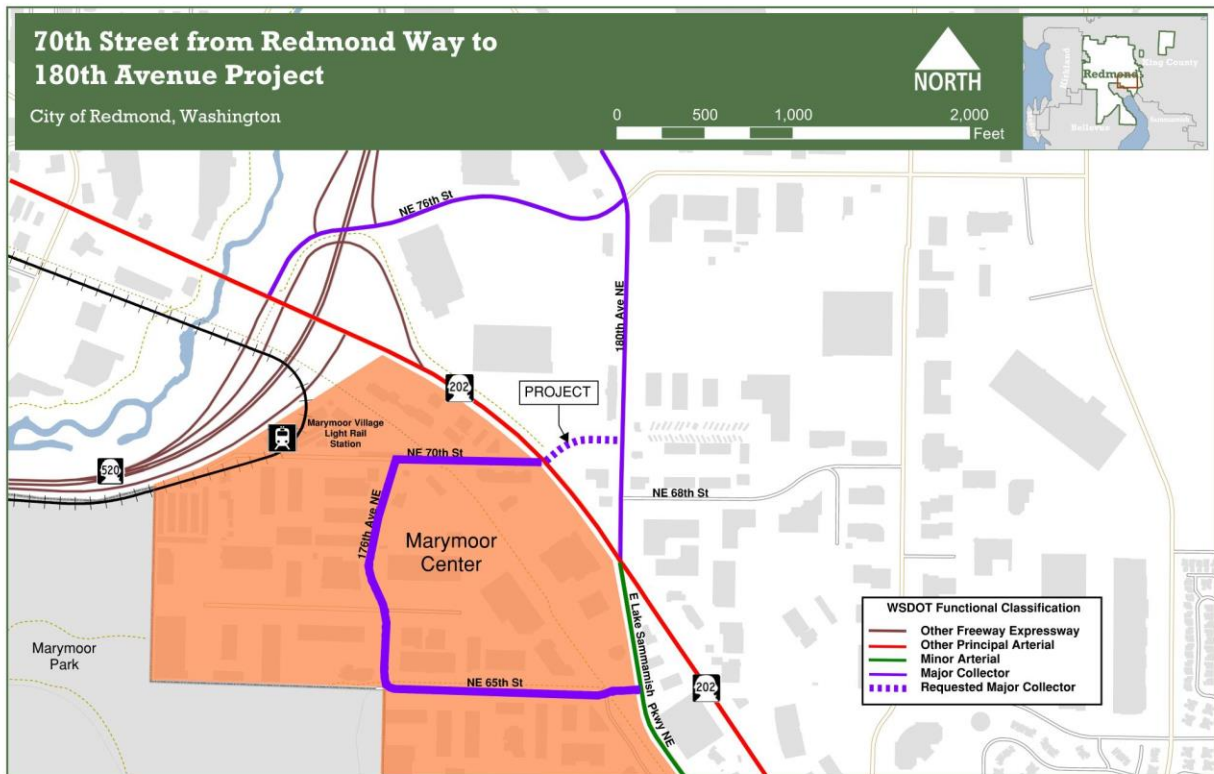
**ATTACHMENTS:**

Attachment A: Project Vicinity Map

Attachment B: PSRC Grand Funding Award Letter



## Attachment A: Project Vicinity Map





# Puget Sound Regional Council

1011 WESTERN AVENUE, SUITE 500 \\\ SEATTLE, WA 98104•1035 \\\ psrc.org \\\ 206•464•7090

June 3, 2021

The Honorable Angela Birney  
City of Redmond  
15670 NE 85th Street  
Redmond, WA 98073

Dear Mayor Birney,

Congratulations! I'm pleased to let you know that the City Redmond is receiving \$4,976,600 in PSRC funding for the following projects:

PROJECT	AWARD AMOUNT	FUNDING DEADLINE
90th Street Preservation	\$146,600	increase to 2021 award due July 15, 2021
70th Street Extension	\$2,700,000	June 1, 2024
Redmond Central Connector Phase 3	\$2,130,000	June 1, 2024

Funding was approved by the Puget Sound Regional Council's Executive Board in April and May. Supplemental Federal Highway Administration funds became available this year to award to projects on PSRC's adopted contingency lists from the last major project competition. Additionally, PSRC is directing funds to "ready to go" projects from the contingency lists to meet our "use it or lose it" regional project delivery target for 2021.

Securing federal transportation funding for communities in the region is one of the key roles of the PSRC. Our project selection process is merit-based and helps identify the highest priority projects that will improve local and regional mobility and help achieve our long-range Regional Transportation Plan.

As the region continues to work on maintaining and improving our transportation infrastructure, we are grateful for partners like you working to enhance mobility, support a resilient economy, and sustain a healthy environment and quality of life for people in the region.

Thank you for your leadership and for the excellent work by your staff during a difficult year. I look forward to continuing to partner with you on efforts to help the region thrive now and into the future.

Sincerely,

Josh Brown  
Executive Director  
Puget Sound Regional Council

cc: Dave Juarez, Public Works Director



## Memorandum

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-506

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	425-556-2786
Planning and Community Development	Carol Helland	425-556-2107

**DEPARTMENT STAFF:**

Public Works	Bassam Al-Ali	Senior Project Manager
Planning and Community Development	Micah Ross	Senior Engineer
Planning and Community Development	Vangie Garcia	Engineering Manager
Public Works	Jon Spangler	Engineering Manager

**TITLE:**

Approve Consultant Services Agreement Supplement No. 3 with Perteet in the amount of \$131,410, a Puget Sound Energy Relocation Agreement in the estimated amount of \$352,022, and sign easement with the King County Housing Authority for the 152<sup>nd</sup> Main Street Project.

**OVERVIEW STATEMENT:**

The following agreements are to facilitate construction of the 152<sup>nd</sup> Main St. Project No. 20021530:

- A consultant services agreement, supplement no. 3 with Perteet for construction engineering support services in the amount of \$131,410. This increases the maximum amount payable to \$1,558,517.
- A Puget Sound Energy (PSE) Relocation Agreement in the estimated amount of \$352,022 for electrical relocation.
- An easement with King County Housing Authority is required for the relocation of their sign.

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

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A

Date: 8/9/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-506

Type: Committee Memo

- **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:**

PSE intends to complete the electrical relocation work prior to the construction of the project to avoid overlapping work zones. Draft agreements of Puget Sound Energy and Sign Easement agreements are attached. Final agreements will be ready prior to the September 6<sup>th</sup> Council Meeting.

**OUTCOMES:**

Approval of these agreements is needed to accomplish the construction phase of the project. 152nd Ave NE will be upgraded to meet the Overlake Village Design Guidelines. These improvements will increase travel choices within the redeveloping neighborhood and improve access to the Overlake Village Light Rail Station.

**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:**

Construction Support Engineering Services Supplement Cost \$131,410

Puget Sound Energy Relocation cost \$352,022.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

CIP

**Budget Priority:**

Vibrant and connected

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

*If yes, explain:*

N/A

**Funding source(s):**

Transportation CIP, PSRC Federal Highway Grant, Sound Transit funds

**Budget/Funding Constraints:**

N/A

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
4/19/2022	Business Meeting	Approve

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
9/6/2022	Business Meeting	Approve

**Time Constraints:**

Approval of the construction engineering support supplement agreement, the PSE relocation agreement, and the sign easement are needed in conjunction with Council award of the construction contract which is scheduled for the September 6th Council meeting.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving agreements will result in delaying project completion and will result in increased cost to complete the project.

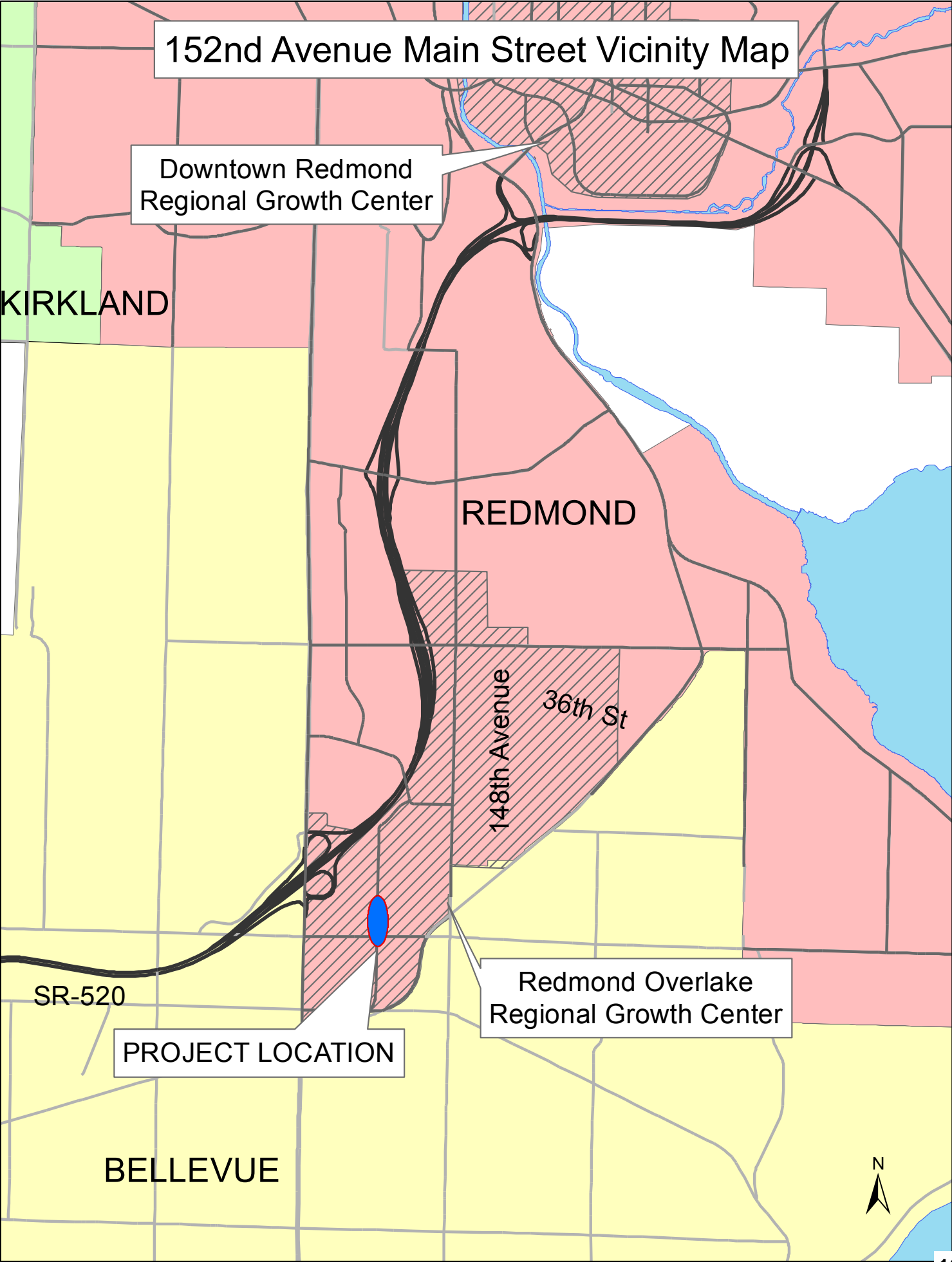
**ATTACHMENTS:**

Attachment A: Vicinity Map

Attachment B: Consultant Services Agreement Supplement No. 3

Attachment C: Draft Puget Sound Energy Relocation Agreement

Attachment D: Sign Easement Agreement





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

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

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

The changes to the agreement are described as follows:

**I**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II**

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

**III**

Section V, PAYMENT, shall be amended as follows:

\_\_\_\_\_  
\_\_\_\_\_

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

City of Redmond 152<sup>nd</sup> Avenue Main Street  
Agreement Summary

	<b>Basic Agreement</b>	<b>Supplement #1</b>	<b>Supplement #2</b>	<b>Supplement #3</b>	<b>Total</b>
<b>All- Inclusive Hourly Cost</b>	\$217,346	\$398,729	\$144,836	\$89,873	\$850,784
<b>Direct Non - Salary Cost</b>	\$79,931	\$315,948	\$170,334	\$29,562	\$595,775
<b>Management Reserve</b>	\$19,653	\$67,076	\$13,254	\$11,975	\$111,958
<b>Total</b>	\$316,930	\$781,753	\$328,424	\$131,410	\$1,558,517



**EXHIBIT A -4**  
**SCOPE OF SERVICES**  
**152<sup>ND</sup> Avenue Main Street**  
**Construction Design Support**

## INTRODUCTION

Under this Scope of Services, the Consultant will provide construction support services on an as needed basis for the 152<sup>nd</sup> Avenue Main Street project during the construction phase of the project.

This Scope of Services includes professional services to provide construction engineering design support, attendance at meetings, site visits as requested by the City, and prepare record drawings as detailed in this Scope of Services. The expected number of working days for the contractor is 170 working days.

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the Scope of Services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

## GENERAL SCOPE OF SERVICES

This Scope of Services describes the Tasks to be accomplished by the Consultant as summarized under each Task. This Scope consists of the following elements:

- Task 1 – Project Management and Coordination
- Task 2 – Construction Design Support
- Task 3 – Geotechnical Services (HWA GeoSciences)
- Task 4 – Record Drawings

### Optional Services

With prior written approval by the City and written notice-to-proceed, Tasks described in this scope of services as optional services (as directed) may be produced by the Consultant.

## SCOPE OF SERVICES DEFINED

### Task 1 – Project Management and Coordination

Overall project management and coordination Tasks include:

## **1.1 Project Coordination with City Staff**

Coordination with City staff. The Consultant will communicate with the City's Project Manager and Resident Engineer on an as needed basis during construction.

## **1.2 Project Administration**

Preparation of monthly project invoices and progress reports. Monitoring of project budget, change management, subconsultant management, and staff schedule management.

# **Task 2 – Construction Design Engineering Support**

The Consultant will provide construction design engineering support services for the City's construction management team. Services are anticipated to include:

## **2.1 Field Changes and Design Revisions**

The Consultant will provide general design and engineering assistance for the City's construction management team, as requested. This may include, but is not limited to, assisting the City's Resident Engineer or the City Inspector with requests where field construction modifications or additions are requested. The Consultant's engineer may provide responses to field directives, and provide plan sheet revisions for field directives, as requested by the City's Construction Engineer. The Consultant's engineer may provide claims support to the City, if requested by the Construction Engineer.

This Task includes engineering and landscaping office and field support services, as described above, by the subconsultants HBB and Alta. Subconsultant services are limited to their respective fees.

## **2.2 Site Visits/Coordination Meetings**

The Consultant will prepare for and attend the project pre-construction meeting. This includes up to two (2) members of the Consultant team.

The Consultant will meet with the construction management team and/or the Contractor on site, and/or attend construction coordination meetings, as requested. This task assumes up to 15 site and/or construction meetings, with seven(7) meetings attended by two (2) members of the Consultant team, and one (1) member for the remainder of the meetings.

This Task includes engineering and landscaping site visits and coordination meetings, as described above, by the subconsultants HBB (up to 4 site visits/meetings) and Alta (up to 2 site visits/meetings). Subconsultants attendance at the pre-construction meeting will include up to two (2) members of each subconsultant team. Subconsultant services are limited to their respective fees.

### **Assumptions:**

- Pre-construction meeting agenda and meeting minutes will be prepared by the City
- Agendas and meeting minutes for any on-site meetings or construction coordination meetings will be prepared by the City
- The Consultant's effort for this subtask is limited to the budget identified in the fee worksheet.

## 2.3 RFIs

The Consultant will assist with answering RFIs, as requested by the City.

This Task includes engineering and landscaping assistance answering RFI's, as described above, by the subconsultants HBB and Alta. Subconsultant services are limited to their respective fees.

Assumptions:

- The City will provide the Consultant with the Contractor's RFI's.
- The City will submit the formal RFI responses to the Contractor.

## 2.4 Review of Shop Drawings and Materials Submittals

The Consultant will review and recommend action on Contractor submittals for City of Redmond approval, as requested by the City Resident Engineer or the City Inspector. These submittals may include: Shop drawings and other technical submittals, certifications, working drawings and request for material sources. The Consultant may be asked to consider and evaluate minor alternatives or substitutions proposed by the Contractor. Consultants may provide reviews for the following elements and the effort for reviews will be limited to that shown in the Consultant's fee proposal:

- a. Perteet – Roadway and related items, stormwater, water, illumination, signals and walls;
- b. HBB – Irrigation and landscaping, urban design elements
- c. Alta – striping and signing

Assumptions:

- The City will provide the Consultant with the Contractor's RFI's.
- The City will submit the formal RFI responses to the Contractor.

## 2.4 Change Order Support

The Consultant will assist the City when change order documentation may be required to prepare change orders, as requested by the City.

Assumptions:

- The City will prepare and submit the formal Change Order responses to the Contractor.

## Task 3 – Geotechnical Support (HWA GeoSciences)

The subconsultant HWA GeoSciences may provide field support and engineering support if requested by the City if an unexpected site condition is encountered during construction. This may include services such as site visits to review existing soil conditions or unexpected materials, attendance at meetings, and recommendations for solutions to unexpected or changed conditions. The effort for HWA will be limited to the fee identified in the fee estimate. Services do not include borings or laboratory analysis and if these services are requested, they can be provided but would require a supplement to the Agreement.

## Task 4 – Record Drawings

The Consultant will prepare Record Drawings, per the City of Redmond's Record Drawing Requirements, at the completion of construction.

This Task includes preparation of record drawing plans, as described above, by the subconsultants HBB and Alta. Subconsultant services are limited to their respective fees.

### Assumptions:

- The City will review the redlined submitted set of Record Drawings prepared and submitted by the Contractor prior to providing the revisions/markups to the Consultant.
- The City will resolve any discrepancies within the redlined set of Record Drawings prior to providing to the Consultant.

### Deliverables:

- Draft and final set of record drawings in electronic format.

### Additional Services

The Consultant may provide additional services as directed by the City which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract.

### Services Not Included in this Scope of Services

1. Construction inspection and management services
2. Preparation of construction administration paperwork and records
3. Preparation of change orders
4. Public outreach efforts

### The City shall furnish the following:

1. Record drawing redline markups reviewed and prepared, and ready for drafting.

### Information Provided by Others:

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the City agrees that the Consultant shall have no responsibility for any portion of the Project designed by other consultants engaged by the City.

Engineer and its consultants may reasonably use and rely upon information and design elements furnished by Owner or customarily furnished by others, including, but not limited to, other design professionals, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

## Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: 152nd Ave Main St - Phs 3 - Construction Design Support

Client: City of Redmond

### Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	103	\$308.36	\$31,761
Sr. Engineer / Mgr	8	\$216.91	\$1,735
Sr. Engineer / Mgr	182	\$180.51	\$32,853
Engineer II	78	\$121.71	\$9,494
Lead Technician/Designer	100	\$125.69	\$12,569
Accountant	12	\$121.71	\$1,461
<b>Total Hourly Costs</b>	<b>483</b>		<b>\$89,873.00</b>

### Reimbursables

<u>Expenses</u>	<u>Amount</u>
	\$
<b>Total Expenses</b>	<b>0</b>

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		\$	\$
<b>Total In-House Costs</b>			<b>0</b>

### Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
Alta Planning + Design, Inc.	\$13,555.00	1.00	\$13,555
Hough Beck & Baird, Inc.	\$13,332.00	1.00	\$13,332
HWA GeoSciences Inc	\$2,675.00	1.00	\$2,675
<b>Total Subconsultant Costs</b>	<b>\$29,562.00</b>		<b>\$29,562.00</b>

### Other

Management Reserve	\$11,975
<b>Total Other Costs</b>	<b>\$11,975.00</b>

### Contract Total

**\$131,410.00**

Prepared By: Regina M Parenteau

Date: June 29, 2022

## DRAFT FACILITY MODIFICATION/RELOCATION AGREEMENT

THIS Facility Modification/Relocation Agreement (“Agreement”), dated as of this **14** day of **February, 2022**, is made by and between **PUGET SOUND ENERGY, Inc.**, a Washington corporation (“Company”), and the **City of Redmond**, a municipal corporation of the State of Washington (“City”). The [Company] and the [City] are sometimes referred to herein collectively as the “Parties”.

### RECITALS

A. The [Company] owns and operates certain facilities: (i) *[PSE-owned electric facilities including a pad-mount above ground Switch vault with multiple feeder circuits, an underground J-box primary distribution vault, a pad-mount above ground transformer servicing direct customers, and several underground pull vaults for primary feeder all at primary distribution voltage requirements as well as all of the 3-phase primary power cables and conduit banks within facilities]* (such facilities are collectively referred to herein as “Facilities”). Some or more of the Facilities occupy and use “existing privately owned utility easements from adjacent property owner” (“Right of Way”).

B. The [City] plans to construct road, bicycle lane, and sidewalk improvements, as well as infrastructure improvements to **[152<sup>nd</sup> Ave NE & NE 24<sup>th</sup> St intersection and adjoining roadways]** (“Improvements”). Some or more of the Improvements cross over, under, along, in, upon, and through the Right of Way.

C. The Improvements necessitate the modification and/or relocation of the Facilities. In connection with the Improvements, the [City] has requested the [Company] to modify and/or relocate a portion or portions of the Facilities to ensure proper operating clearances are maintained between such Facilities and the Improvements in accordance with prudent utility practices (“Relocated Facilities”). Acquisition of additional and/or new operating rights sufficient for the Facilities (including the Relocated Facilities) may also be necessary.

D. The Parties desire to enter into this Agreement to govern the engineering, design, construction and installation of the Relocated Facilities.

## **AGREEMENT**

Now, therefore, the Parties agree as follows:

### **1. Facilities Modification**

#### **1.1 Scope of Work**

The following is the scope of work for the Relocated Facilities: *[relocation and installation of new underground electric Switch and underground J-box vault for primary cables, all associated ducting and cable installations on the west end of 152<sup>nd</sup> Ave NE. Additionally relocation and installation of new underground transformer vault including all associated ducting and cable installations on the east end of 152<sup>nd</sup> Ave NE. Scope of Work includes intercept and tie-in points with existing infrastructure and new proposed vaults]* (“Work”). The design for the Work will meet the [Company]’s engineering design standards and all required approval by government authorities.

#### **1.2 Obligations of the [City]**

The [City] shall coordinate with the [Company] concerning the design and construction of the Improvements and the Relocated Facilities, and shall, at its expense, *[perform any road closures and traffic control installation to safely perform the work, call in locates and survey in project boundaries and City-owned ROW including delineating proposed PSE vault locations, clearing & grading of proposed area including any removal of vegetation, and restoration of hard surface and soft surface to City requirements]*.

#### **1.3 Obligations of the Company**

The [Company] shall coordinate with the [City] concerning the design and construction of the Relocated Facilities and the Improvements and shall design and perform the Work, except for any of the Work to be performed by the [City].

#### **1.4 Work Schedule**

Prior to the commencement of the Work, the [Company] and the [City] shall mutually agree upon a schedule that sets forth milestones for completing the Work (“Work Schedule”). The Work Schedule may be revised from time to time by mutual agreement of the Parties.

The [Company] and the [City] *if applicable* shall perform the Work in accordance with the Work Schedule, provided, however, that the ability of the [Company] to perform the Work is subject to any and all conditions placed upon the [Company] by governing jurisdictions. The Parties acknowledge that delays caused by any jurisdictional agency or property owner from whom permits, easements, and other operating rights are required may occur. So long as the [Company] exercises reasonable effort to perform the Work in accordance with the Work Schedule, the [Company] shall not be liable to the [City] (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising in connection with the Work Schedule.

### **1.5 Ownership of Facilities**

The [Company] shall own, operate, and maintain all Relocated Facilities installed pursuant to this Agreement.

### **1.6 Permits**

The Parties acknowledge that the governing jurisdictions require the [Company] to secure the following permits prior to commencement of the construction necessary to complete the Work: [*City of Redmond Street Use ROW permit*].

### **1.7 Right of Way**

The Facilities lie within Right of Way specifically described in documents recorded under Auditor's File Number(s) [*Rec.No.197810240841*]. The Parties acknowledge that [**no replacement of operating rights**] are required for the Relocated Facilities. The Relocated Facilities shall continue to occupy a portion of the existing right of easement retained by the [Company], which affects the real property shown on Exhibit "A" attached hereto and made a part hereof. [*Attach an EXHIBIT "A" depicting the location of the existing operating rights*]

## **2. Costs**

### **2.1 General**

The [City] shall be responsible for, and shall reimburse the [Company] for, all Costs and Expenses necessarily incurred for or allocable to the Work. For the purposes of this Agreement, "Costs and Expenses" shall include, without limitation, any and all



direct or indirect costs necessarily incurred or reasonably allocated to this Agreement or its performance, including, but not limited to, the cost of labor, personnel, consultants, attorneys and other professionals, travel, printing, supplies, taxes, permits, approvals, assessments, inspections, tests, transportation, material, supplies, equipment, tools, utilities, services, rental charges, consumables, premium for bonds or insurance, disposal costs, overhead, administration and general expenses, and any other charges authorized by applicable tariffs.

## **2.2 Payment**

Upon completion of the Work to be performed by the [Company] pursuant to paragraphs 1.1 and 1.2 above the [Company] shall deliver to the [City] a written statement of the actual Costs and Expenses to design and perform the Work. Within thirty (30) days after the receipt of such statement, the [City] shall remit to the [Company] a payment equal to the amount of the actual Costs and Expenses.

## **2.3 Estimate of Costs and Expenses**

As of the date of this Agreement, the estimate for all Costs and Expenses to perform the Work in accordance with this Agreement is [*Two hundred and fifty-two thousand*] dollars (**\$252,000**) (“Estimate”). This Estimate does not affect or limit the recoverability by the [Company] of any actual Costs and Expenses in excess thereof.

The Parties further agree that the foregoing Estimate is subject to change for reasons that include, but are not limited to, the following:

- a) the [City] revises its construction plans for the Improvements in a manner that requires the [Company] to revise its construction plans for the Relocated Facilities (“Revision”); or
- b) the [City] (or its agents, servants, employees, contractors, subcontractors, or representatives) cause delays in the [Company]’s installation of the Relocated Facilities; or
- c) the construction has not started within ninety (90) days from the date of this Agreement.

## **2.4 Change Order Proposals**

If the estimated Costs and Expenses for a Revision are greater than 10% of the Estimate herein, the [Company] shall require the [City] to sign a Change Order Proposal describing the Revision and the estimated Costs and Expenses associated with said Revision. The [City] shall be responsible for, and reimburse the [Company] for, the actual Costs and Expenses of the Revision pursuant to paragraphs 2.1 through 2.3.

## **2.5 Costs Upon Termination of Work**

In the event that the [City] cancels the Improvements or the Work to be performed under this agreement, the [City] shall reimburse the [Company] for all costs reasonably incurred by the [Company] in connection with the Work prior to the date the [Company] is notified by the [City] in writing of such cancellation.

## **3. Limitation of Liability**

The [Company]'s liability in connection with the work hereunder shall be limited to property damages or personal injuries caused by the intentional or negligent acts of the [Company], its employees or agents, limited to the extent of negligence attributable to the [Company], its employees or agents. In no event shall the [Company] be liable for any consequential, indirect, special, or incidental damage, nor shall the [Company] be liable for injuries or damages of any kind that arise from causes beyond the control of the [Company], including but not limited to acts of God, weather, labor disputes, procurement delays, delays in plan or permit approvals, or other third party actions.

## **4. Indemnity**

The [City] releases and shall defend, indemnify, and hold the [Company] harmless from all claims, losses, harm, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of, or in connection with the performance of the [City]'s duties under this Agreement. During the performance of such activities the [City]'s employees shall at all times remain employees of the [City].

The [Company] releases and shall defend, indemnify, and hold the [City] harmless from all claims, losses, harm, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of, or in connection with the performance of the [Company]'s duties under this Agreement. During the performance

of such activities the [Company]'s employees shall at all times remain employees of the [Company].

In witness whereof, the parties have executed this Agreement as of the date set forth above.

[CITY OF REDMOND]

PUGET SOUND ENERGY, INC.

By

By

---

---

Its

Its

---

---

Please Return To:

**City of Redmond**  
**Attn: Terence Marpert**  
**P.O. Box 97010**  
**MS: 3NFN**  
**Redmond, WA 98073-9710**

**WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM**

**Document Title(s)** *(or transactions contained therein):*

**SIGN EASEMENT AGREEMENT**

**Reference Number(s) of Documents assigned or released:**

Additional reference numbers on page N/A of document

**Grantor(s):** *(Last name first, then first name and initials)*

1. **REDMOND, CITY OF, A WASHINGTON MUNICIPAL CORPORATION**

**Grantee(s):**

1. **KING COUNTY HOUSING AUTHORITY, A WASHINGTON MUNICIPAL CORPORATION**

**Legal Description:** *(abbreviated for, i.e., lot, block, plat name, section-township-range)*

Portion of NE 26<sup>th</sup> Street East of 152<sup>nd</sup> Ave. NE and Lot 1 of the Village at Overlake Station Binding Site Plan, SW Quarter of Section 23 Township 25 North, Rang 5 East. Additional legal descriptions on Exhibits A and B.

**Assessor's Property Tax Parcel Account Number(s):**

Portion of NE 26<sup>th</sup> Street East of 152<sup>nd</sup> Ave. NE and Tax Parcel No. 8944420010

***The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.***

## **SIGN EASEMENT AGREEMENT**

THIS SIGN EASEMENT AGREEMENT ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between the City of Redmond, a Washington municipal corporation ("Grantor") and the King County Housing Authority, a Washington municipal corporation ("Grantee").

### **RECITALS**

A. Grantor is constructing a street and utility project known as the 152<sup>nd</sup> Main Street Project along 152<sup>nd</sup> Avenue NE in the City of Redmond. Grantee owns a rental housing development known as the Village at Overlake Station, located at 2850 152<sup>nd</sup> Avenue NE, Redmond, Washington and legally described on Exhibit B attached.

B. Construction of the 152<sup>nd</sup> Main Street Project requires relocation of Grantee's monument sign ("Sign") for the Village at Overlake Station to accommodate the widened right-of-way for 152<sup>nd</sup> Avenue NE. Grantor and Grantee have agreed that the Sign may be relocated to an easement area ("Easement Area") on property owned by Grantee, subject to certain conditions set forth in this Agreement. Grantor has paid or agreed to pay for the relocation and installation of the sign and the construction of the Sign footing and Grantee has paid or agreed to pay the cost of designing and fabricating the Sign.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual, nonexclusive easement on, in, over, under, across, along, and upon the Easement Area described on Exhibit A attached hereto, for the purpose of installing, constructing, maintaining, repairing, lighting, and replacing the Sign for the Village at Overlake Station. The Sign shall be substantially similar to the Sign described and depicted on Exhibit B attached hereto (or such other Sign as may be mutually agreeable to Grantor and Grantee). The foregoing easement shall include the nonexclusive right of access to the Easement Area over any adjacent property of Grantor for the purpose of installing, maintaining, repairing, lighting, and replacing the Sign and electrical service to the Sign and for electrical lines to permit lighting of the Sign.

2. Maintenance of Sign. The Sign erected in the Easement Area shall be maintained, repaired, and replaced in good condition by Grantee. The size, location, and height of the Sign, once installed, may not be changed or modified by Grantee without the consent of Grantor, which consent will not be unreasonably withheld.

3. Permits. All necessary permits from the City of Redmond for the installation, construction, maintenance, lighting, and replacement of the Sign shall be obtained for the work described herein.

4. Electrical Service. Following installation of the Sign and electrical service, Grantee shall be solely responsible for maintaining and paying for electrical service for the Sign, including but not limited to, the payment of any meter charges and monthly service charges.

5. Indemnity. Grantee agrees to hold harmless, indemnify, and defend Grantor, its officers, agents, and employees, from and against all claims, losses, and liability for bodily injury or property damage caused by or arising out of the exercise of the rights and performance of the obligations set forth in this Agreement by Grantee, its officers, agents, and employees, including the installation, maintenance, repair, lighting, and replacement of the Sign, provided, that Grantee's obligation to indemnify shall not extend to bodily injury or property damage caused by or arising out of the sole negligence of Grantor, its contractors or agents; and provided further, that in the case of bodily injury or property caused by or arising out of the concurrent negligence of Grantor and Grantee, or of Grantee and a third party other than an officer, agent or employee of Grantee, Grantee shall be obligated to indemnify Grantor, its officers, agents, and employees, only to the extent of Grantee's negligence. The indemnity obligations of this paragraph survive termination of this Agreement for any bodily injury or property damage occurring prior to the effective date of such termination.

6. Insurance.

A. Grantee in connection with Grantee's activities hereunder shall carry and maintain in effect during the term hereof the following insurance as described in sections (i)-(iii) below. Grantee shall carry insurance from insurers with a current A.M. Best rating of not less than A-; VII.

(i) Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(ii) Commercial General Liability insurance as per ISO form CG 00 01 or its equivalent, written on an occurrence basis with limits of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including personal and advertising injury, contractual liability; premises; operations; independent contractors; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU).

(iii) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable.

B. The obligation to carry insurance shall not limit or modify any other obligations assumed by Grantee hereunder, nor shall Grantor be under any duty to examine such certificate or to advise Grantee in the event its insurance is not in compliance with this Agreement. Grantee will provide at least thirty (30) days prior written notice to Grantor of cancellation or non-renewal of any required coverage that is not replaced. Within thirty (30) days after receipt by the Grantor of any insurance cancellation notice, and in no event later than fifteen (15) days prior to said

cancellation or intent not to renew, Grantee shall obtain and furnish to Grantor replacement insurance policies meeting the requirements of this Section.

C. Grantee shall provide Grantor upon execution of this Agreement, with an insurance certificate, together with an additional insured endorsement including Grantor, and its elected and appointed officers, officials, employees, and volunteers as additional insureds with respect to 6(A)(i)-(ii) above. The insurance certificate required by this Agreement shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance under 6(A)(i)-(ii) above shall be primary insurance with respect to Grantor, its officers, officials, employees, and volunteers, and shall specifically state that the insurance is the primary insurance. Any insurance maintained by Grantor, its officers, officials, employees, and volunteers shall be in excess of Grantee's insurance and shall not contribute with it.

D. Notwithstanding the forgoing, Grantee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Grantee elects to self-insure its obligation under this Agreement to include Grantor as an additional insured, the following conditions apply: (i) Grantor shall promptly and no later than thirty (30) days after notice thereof provide Grantee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Grantee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Grantor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Grantee; and (iii) Grantor shall fully cooperate with Grantee in the defense of the claim, demand, lawsuit, or the like.

7. Grantor's Retained Rights. Grantor shall retain the right to use the Easement Area in any way that does not unreasonably interfere with the easement rights granted to Grantee under this Agreement.

8. Relocation. If a future public improvement by Grantor requires relocation of the Sign within the Easement Area, Grantee consents to Grantor moving the same so long as (a) the Sign retains the same functionality, quality, aesthetics and visibility in relation to the Villages at Overlake Station and 152<sup>nd</sup> Avenue NE; (b) Grantee has reasonably approved the plans for such signage; and (c) any relocation to accommodate a project of Grantor shall be at Grantor's sole cost and expense, including the expense of any permits required for such relocation.

9. Term – Termination. The easements, rights, and obligations established by this Agreement shall be perpetual, provided, that

A. Grantee may terminate this Agreement and remove the Sign from the Easement Area at any time. When the Sign is removed, Grantee shall restore the surface of the Easement Area to the condition it was in prior to installation of the Sign; and

B. Grantor may terminate this Agreement at any time for Grantee's failure to cure a material breach of any obligation of Grantee set forth herein, provided, that Grantor shall provide Grantee with thirty (30) days' advance written notice describing such breach. If Grantee fails to

cure the breach within the notice period or, if the breach cannot be cured within thirty (30) days, to commence cure within the notice period and diligently pursue the cure to completion, then Grantor may send Grantee a written notice of termination of this Agreement, and the easement rights granted herein shall terminate upon Grantee's receipt of such notice.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, notwithstanding conflicts of law principles. Venue for any action brought to enforce this Agreement or to redress any breach thereof shall be in the superior court of King County, Washington.

11. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any other term or provision of this Agreement and the same shall continue to be effective to the fullest extent permitted by law.

12. Binding Effect - Amendment. This Agreement and the easement granted herein shall be binding upon and inure to the benefit of Grantor and Grantee and their successors and assigns. This Agreement and the easement granted herein shall constitute a covenant running with the Easement Area described on Exhibit A and the land described on Exhibit B. This Agreement may be amended only by a written instrument signed by both Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Agreement as of the Effective Date set forth above.

GRANTOR,  
CITY OF REDMOND

GRANTEE,  
KING COUNTY HOUSING AUTHORITY

---

Mayor Angela Birney

---

Daniel R. Watson, Deputy Executive Officer



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

DATED: \_\_\_\_\_.

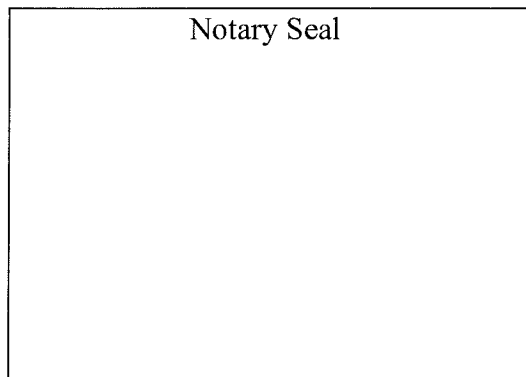
My appointment expires: \_\_\_\_\_

**GRANTEE ACKNOWLEDGMENT - REPRESENTATIVE CAPACITY:**

STATE OF                                 )  
  ) ss.  
COUNTY OF                                 )

I certify that I know or have satisfactory evidence that Robin Walls is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director/Chief Executive Officer of the King County Housing Authority to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of \_\_\_\_\_

My appointment expires: \_\_\_\_\_

EXHIBIT "A"  
SIGN EASEMENT LEGAL DESCRIPTION

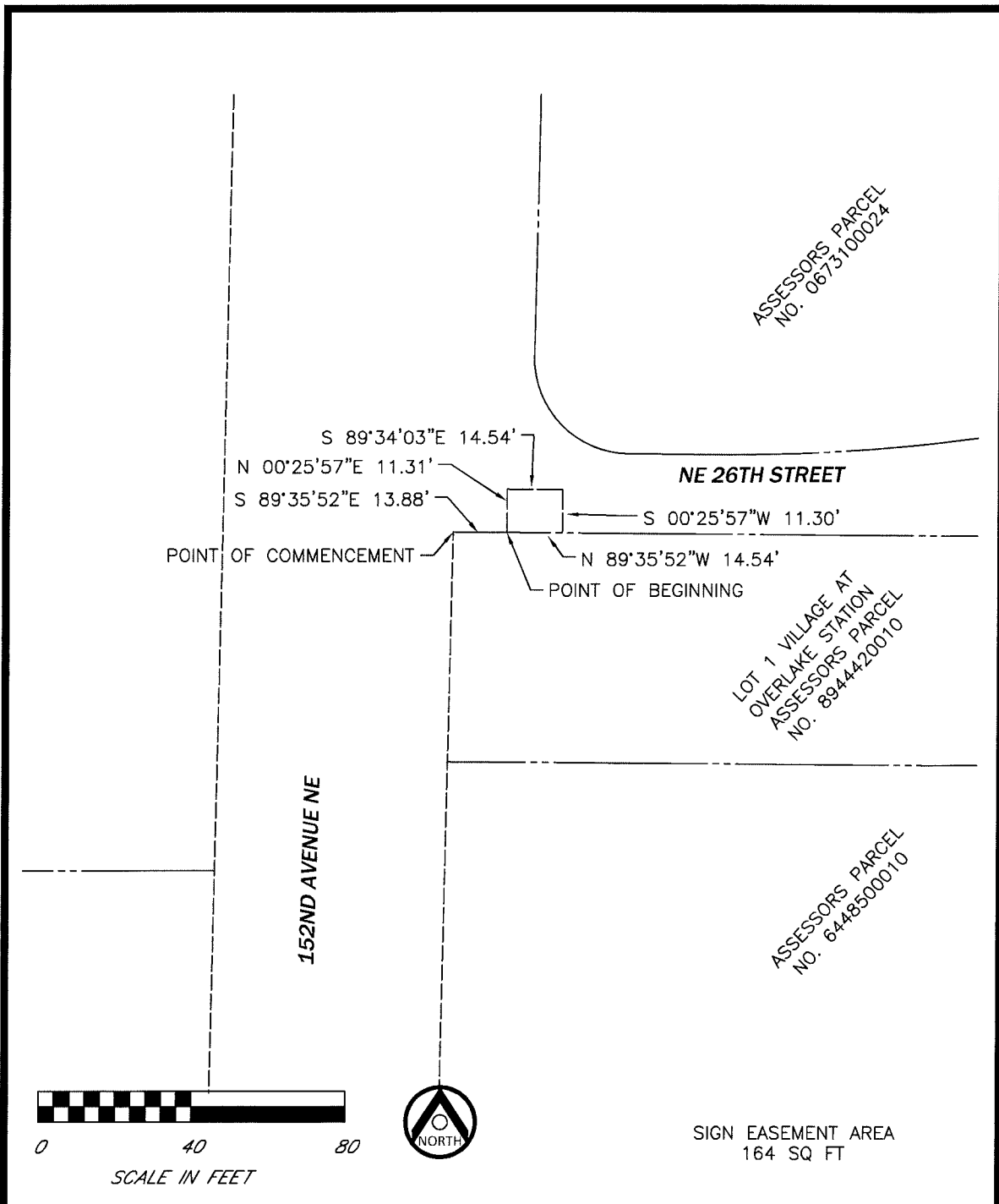
A PORTION OF CITY OF REDMOND RIGHT OF WAY IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF THE VILLAGE AT OVERLAKE STATION BINDING SITE PLAN, RECORDED IN VOLUME 219 OF PLATS, PAGES 53 THROUGH 58, UNDER RECORDING NO. 20031222001947, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 89° 35' 52" EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 13.88 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00° 25' 57" EAST, A DISTANCE OF 11.31 FEET;  
THENCE SOUTH 89° 34' 03" EAST, A DISTANCE OF 14.54 FEET;  
THENCE SOUTH 00° 25' 57" WEST, A DISTANCE OF 11.30 FEET TO A POINT ON SAID NORTH LINE;  
THENCE NORTH 89° 35' 52" WEST, ALONG SAID LINE, A DISTANCE OF 14.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 164 SQUARE FEET, MORE OR LESS.





152ND AVENUE NORTHEAST PROJECT  
SIGN EASEMENT  
CITY OF REDMOND RIGHT OF WAY  
SW 1/4, SEC. 23, T. 25 N., R. 5 E., W.M.

DRAWN BY: J. GARVIN

DATE: 7-27-2022



**1 ALLIANCE**  
GEOMATICS  
SURVEYING & MAPPING

1261A 120TH AVE NE  
Bellevue, Washington 98005

Ph: (425) 598-2200  
Fax: (425) 502-8067

## **EXHIBIT B**

### **Legal Description for**

#### **VILLAGE AT OVERLAKE STATION BSP**

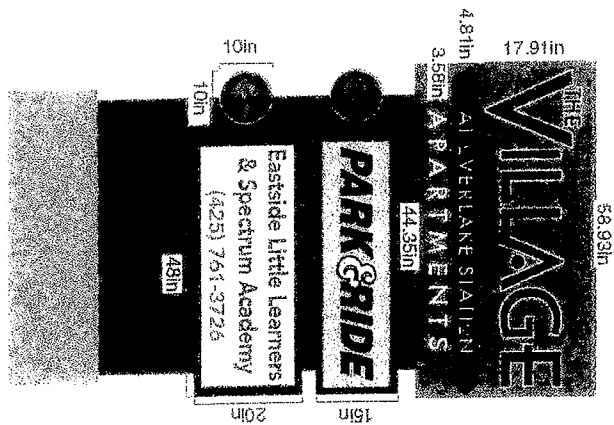
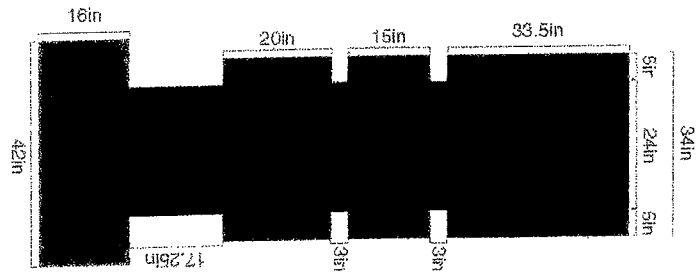
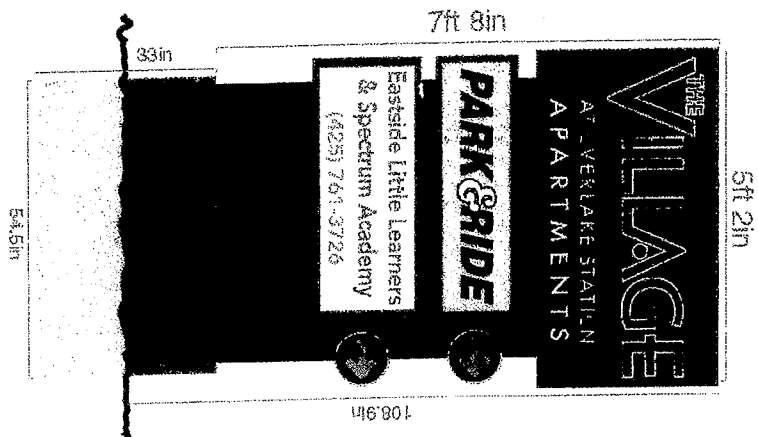
A tract of Land being a portion of Lot 2 of the City of Redmond Short Plat Number SS 79-18, as recorded August 27, 1979, under Recording Number 7908270637, in King County, Washington, situated in the Southeast Quarter of the Southwest Quarter of Section 23, Township 25 North, Range 5 East, W.M. in King County Washington.

Commencing at the Northwest Corner of said Lot 2; thence along the North line of said Lot 2, S 89° 35' 54" E a distance of 377.77 feet to the TRUE POINT OF BEGINNING of the herein described tract; thence S 89° 35' 54" E a distance of 407.21 feet to the Northeast Corner of said Lot 2; thence S 01° 08' 46" W a distance of 366.85 feet to the Southeast Corner of said Lot 2; thence along the South line of said Lot 2, S 89° 59' 30" W a distance of 402.13 feet; thence leaving said South line, N 00° 21' 07" E a distance of 369.70 feet to the True Point of Beginning.

The above described tract contains 3.42 acres more or less.

**AND**

The northern 60.01 feet of that certain Lot 1 "Transit Center" as identified in the Binding Site Plan recorded under King County Recording Number 20031222001947 with respect to Lot 2 of City of Redmond Short Plat SS 79-88.





## Memorandum

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-503

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Public Works	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Supervisor

**TITLE:**

Staff Report on King County Solid Waste Division RE+ Program

**OVERVIEW STATEMENT:**

To reach the King County Solid Waste Comprehensive Plan goal of 70% diversion rate of waste from the landfill, the County is embarking on a series of programs under the umbrella of RE+. This presentation by the King County Solid Waste Division is to describe what RE+ is, how it will drive down landfill tonnage, how it will help the City reach its diversion goals, and how it will impact the City and its relationship with the County Solid Waste System.

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

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
King County Comprehensive Solid Waste Management Plan, King County Solid Waste Interlocal Agreement, Redmond Environmental Sustainability Action Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
As this program begins to drive down tonnage at the Cedar Hills Regional Landfill, the County will need to find new sources of revenue that are not dependent on waste tonnage delivered to the landfill. This will be

presented in an accompanying presentation by King County Solid Waste on the Solid Waste Rate Restructure.

**OUTCOMES:**

The work of the County's RE+ program is critical to the City of Redmond and the region in meeting solid waste diversion goals. This presentation is providing information from the County on RE+ to give context on the reasons for restructuring solid waste rates, and to provide information about how the County programs around waste reduction and diversion align with City programs and priorities.

**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:**

\$0

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

N/A

**Budget Priority:**

Healthy and Sustainable

**Other budget impacts or additional costs:**☐ Yes☐ No☒ N/A***If yes, explain:***

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached



**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-503

**Type:** Committee Memo

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
8/9/2022	Committee of the Whole - Finance, Administration, and Communications	Receive Information
9/6/2022	Business Meeting	Receive Information

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: RE+ Presentation

Re



**King County**

Department of  
Natural Resources and Parks  
**Solid Waste Division**

Waste  
Prevention

Resource  
Recovery

Waste  
Disposal

King County Solid Waste Division



## Mission

- Reducing single use
- Reusing everything that can be
- Recycling what's left
- Renewing communities
- Rethinking what's possible

## Vision

Healthy, safe, and thriving communities  
in a waste-free King County

# Re+ is a call to action

## Strategic Climate Action Plan

1 .3 .3 - The Department of Natural Resources and Parks (...) shall achieve at minimum net carbon neutrality on an annual, ongoing basis

5 .1 .1 - Deliver zero waste of resources plan (ZWORP)

5 .1 .3 - Zero food waste in landfill in 2030

## KC County Code

10.14.020 County goals.

It is King County's goal to achieve zero waste of resources by 2030 through maximum feasible and cost-effective prevention, reuse and reduction of solid wastes going into its landfills and other processing facilities.

## KC Equity and Social Justice Strategic Plan

Vision: A King County where all people have equitable opportunities to thrive.

“(O)ur investments (...) should assess and address disproportionate environmental burdens and promote the equitable access to environmental benefits and resulting economic opportunities.”

## K4C Commitment

Develop a regional strategy through the adopted 2019 Comprehensive Solid Waste Management Plan to reach zero waste of resources by 2030

## Comprehensive Solid Waste Management Plan

Several policies and actions in the Comp Plan support Re+ actions

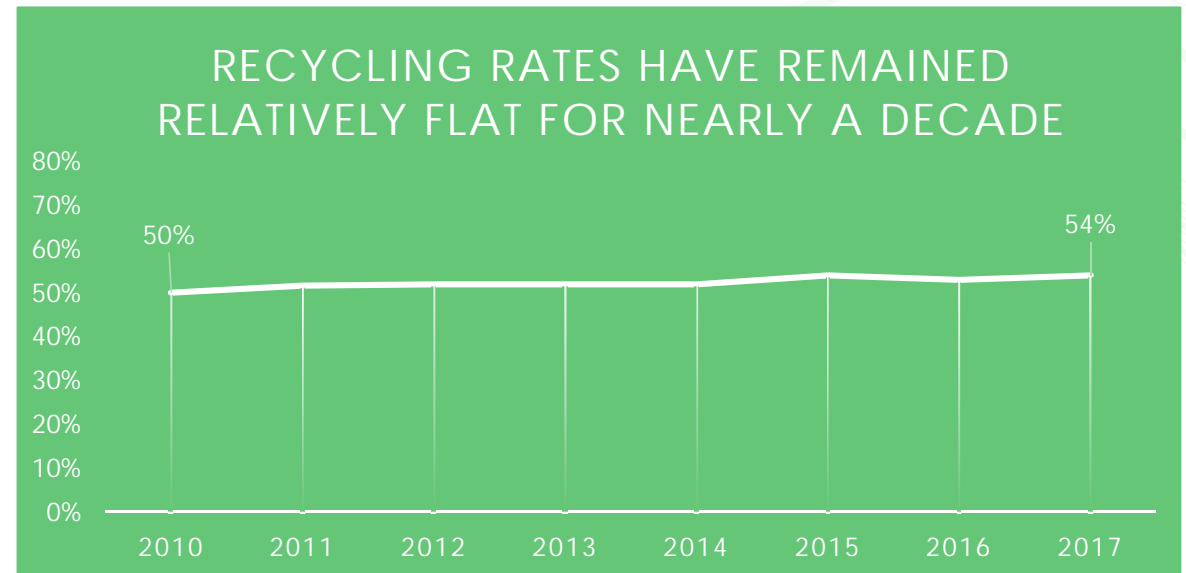


Where is King County leading?

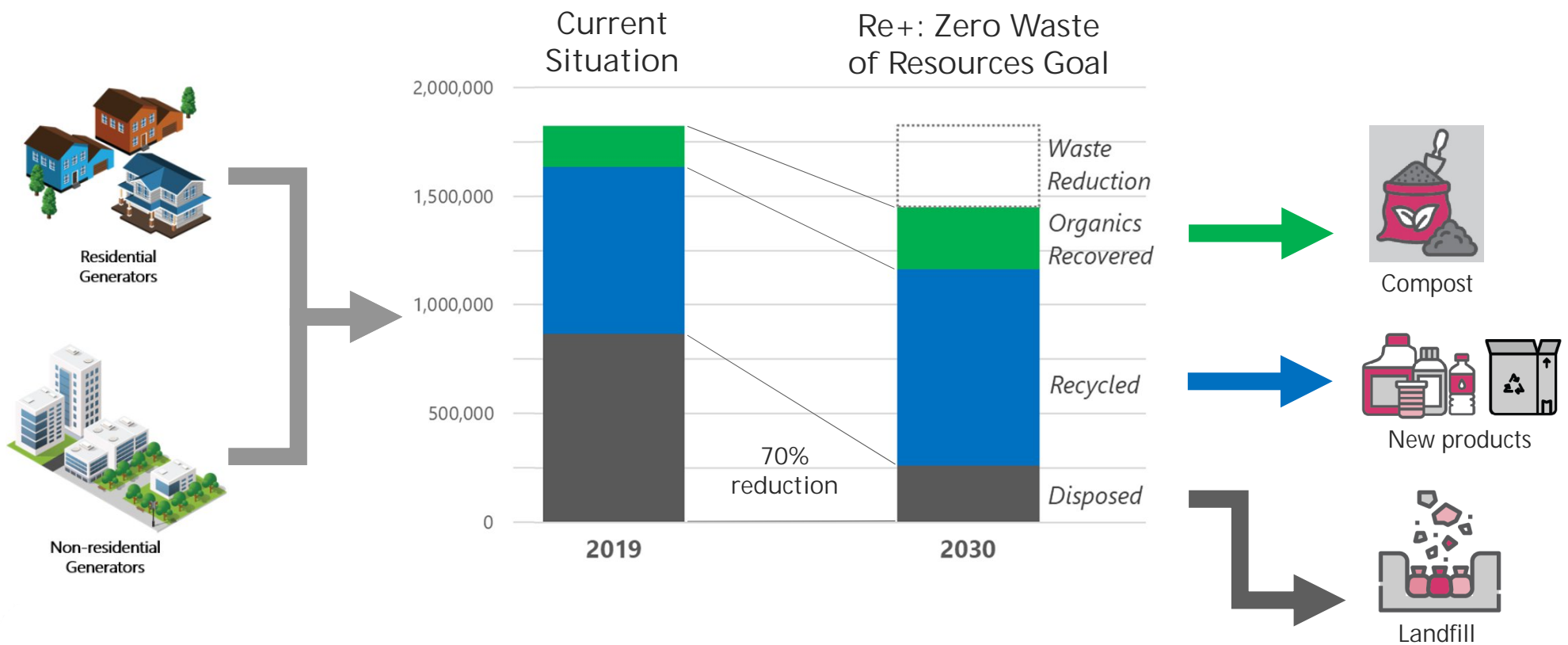
- Curbside collection of non-organic recyclables
- C&D Recycling
- Yard waste collection

Where is King County lagging?

- Weekly organics & recycling collection
- Extended Producer Responsibility
- Banning food waste heading to landfill



# King County Solid Waste System





## What does ZERO WASTE of RESOURCES look like?

**465,000  
TONS**  
LESS WASTE

**1 MILLION**  
MORE TREES



RECOVERED FOOD FOR  
**92,000**  
PEOPLE



**500+**

GREEN  
JOBS  
CREATED



**24 MILLION**

FUTURE  
DISPOSAL  
COST  
AVOIDANCE



**150,000**

FEWER  
BARRELS OF  
OIL BURNED



# Organics (28% of landfill)

## WA State Organics Legislation

- Diversion potential: 110,000 tons/yr
- GHG reduction: 67,000 MTCO<sub>2</sub>e/yr

## Single Family Organics Collection

- Diversion potential: 14,000 tons/yr
- GHG reduction: 6,000 MTCO<sub>2</sub>e/yr

## Non-Residential Food Waste Recycling

- Diversion potential: 50,000 tons/yr
- GHG reduction: 15,000 MTCO<sub>2</sub>e/yr





# Plastic, Paper, and Other Materials (26% to landfill)

## Extended Producer Responsibility (EPR) for Packaging and Paper Products (PPP)

- Diversion potential: 42,000 tons/yr
- GHG reduction: 75,000 MTCO<sub>2</sub>e/yr

## Mixed Waste Processing

- Diversion potential: 200,000 tons/yr
- GHG reduction: 141,000 MTCO<sub>2</sub>e/yr

## NextCycle Washington

- Impacts dependent on participants

## Re+ Circular Economy Grants

- Impacts dependent on participants



# Community

## Community Panel

A group of community members that live, work, and volunteer in King County who will help guide SWD in the equitable implementation of Re+

## Re+ City Grant Proposal

A competitive grant program for King County cities to access and accelerate regional Re+ transformation

## City-County Collaboration

Coordination and collaboration between King County and its cities to maximize zero waste impacts and standardize waste and recycling guidelines



# Estimated Impacts from Fast Start Actions

Diversion potential – 300k – 400k tons per year within King County

GHG reduction Estimate – 200k – 300k MTCO<sub>2</sub>e annually

## Other Considerations

- Increased spending to implement actions will increase rates
- Behavior change
- Increase in “green jobs” to process more recyclables

# Thank You!

For additional information please contact:

John Walsh

King County Solid Waste Division  
Strategy and Performance Section Manager  
[john.walsh@kingcounty.gov](mailto:john.walsh@kingcounty.gov)  
(206) 263-9695





## Memorandum

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-504

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Public Works	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Supervisor

**TITLE:**

Staff Report on the King County Solid Waste Rate Restructure

**OVERVIEW STATEMENT:**

King County Solid Waste Division (KCSWD or County) is changing the rate structure for the disposal of municipal solid waste at the County landfill. This presentation from King County Solid Waste will discuss the rate restructure, and its impacts.

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

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
King County Comprehensive Solid Waste Management Plan, King County Solid Waste Interlocal Agreement, ESAP
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
Currently, most of KCSWD revenue is derived from its per-ton fee for waste disposed of at County facilities. As the County implements its aggressive waste reduction programs (RE+), revenues will be reduced significantly. As a result, the County has restructured the rate to include a fixed annual charge and a reduced basic per ton fee. This restructure is intended to collect the same revenue as the status quo, but in a more stable way without shifting costs between cities. However, this will require cities and waste haulers to update the disposal

component terms in their collection contracts. To ensure an efficient and cost-effective transition across the 39 cities in King County, the County is supporting the development of standard language for each hauler which can be used by all cities who contract with that hauler.

**OUTCOMES:**

This staff report is for the King County Solid Waste Division to present to the Council the reasons behind the restructuring of the rates for solid waste disposal, as well as the impacts of the new rate structure. This information is being provided in advance of a proposal asking Council to approve an amendment to the Solid Waste Contract with Waste Management that will enable the hauler to accommodate the new rate structure in customer bills.

**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:**

\$0

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

N/A

**Budget Priority:**

Healthy and Sustainable

**Other budget impacts or additional costs:**☐ Yes☐ No☒ N/A***If yes, explain:***

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-504

**Type:** Committee Memo

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
8/9/2022	Committee of the Whole - Finance, Administration, and Communications	Receive Information
9/6/2022	Business Meeting	Receive Information

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Rate Restructure Overview Presentation

Reducing Rate Volatility

# Rate Restructure



**King County**

Department of  
Natural Resources and Parks  
**Solid Waste Division**

7/26/2022

1

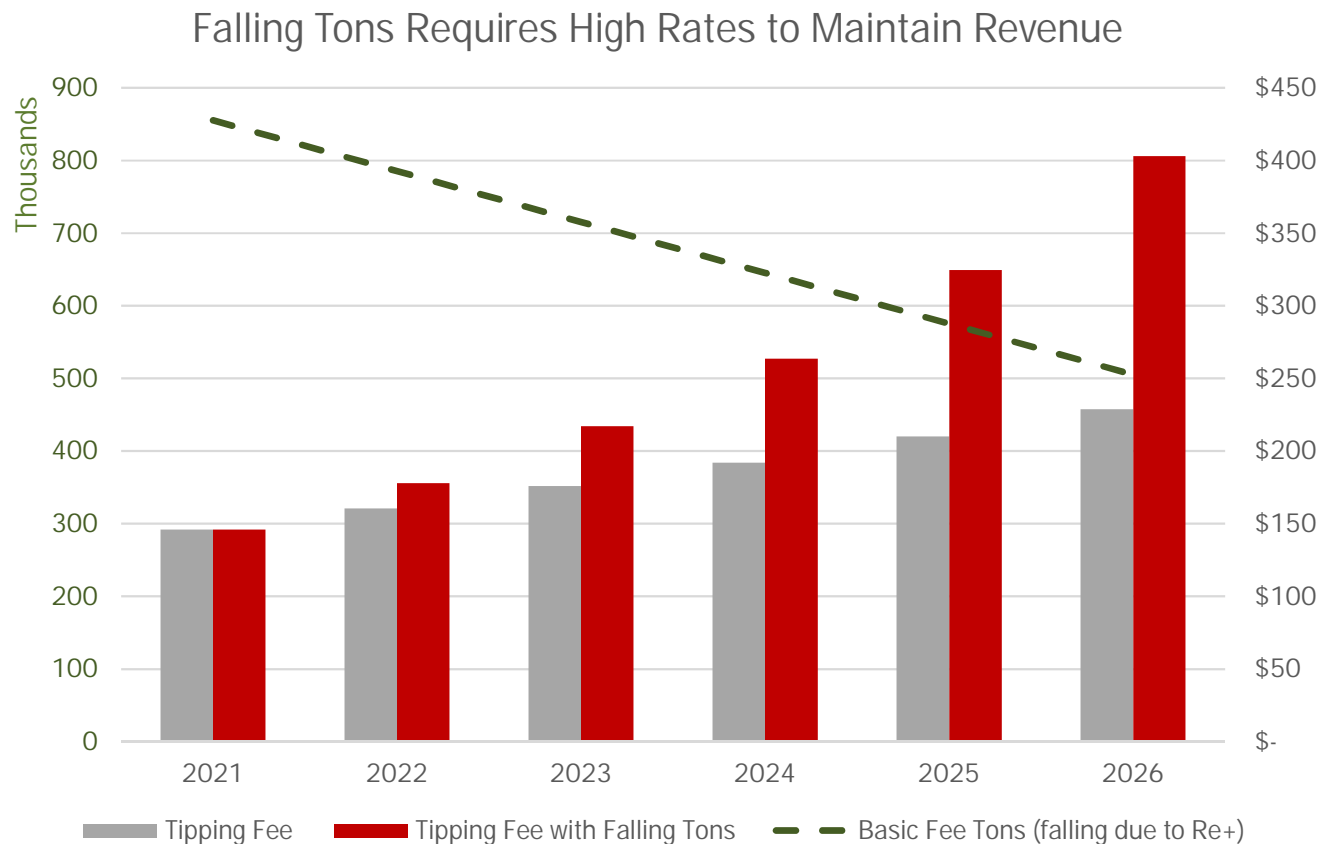


# Why is a rate restructure needed?

- Under our current rate structure, as we reduce waste and divert more resources via recycling, revenue will also be reduced making it difficult to fund core services.
  - 90% of SWD revenues come from waste disposal
  - Re+ goal is to reduce disposal tons by 70%
  - The majority of SWD costs are largely fixed
- A fixed revenue stream will reduce volatility in rate increases caused by lower tonnage associated with increased recycling or economic downturns.

# Re+ Tonnage Reduction Impact on Rates

If disposal tons dropped from 890K<sup>1</sup> to 500K tons by 2026, the tipping fee would need to nearly double to generate the same amount of revenue.



<sup>1</sup> 890K tons is the current 2026 forecast for basic (tipping) fee tons assuming no tonnage reduction from Re+ actions.

# Adopted Restructure

- Add a “Fixed Annual Charge” to collect a fixed amount of revenue from commercial-hauled tons
  - Target revenue amount for the Fixed Annual Charge is based on commercial haulers’ share of non-disposal costs (e.g. Re+, regulatory compliance, etc.)
  - The share of this amount owed by each city/hauler is determined by the share of waste they sent to the landfill
- Reduce tipping fee to make restructure revenue neutral

# Example

## Status Quo – Tipping Fee Only

City X Tons	10,000
Cost per ton	<b>\$100</b>
Total Cost	\$1,000,000

## Restructure – Tipping Fee & Fixed Annual Charge

City X Tons	10,000
Cost per ton	<b>\$80</b>
Total Tipping Fee	\$800,000
Fixed Charge	\$200,000
Total Cost	\$1,000,000

Total Fixed Annual Charge to Collect	<b>\$20M</b>
Total System Tons (commercially hauled)	1,000,000 tons
City X Projected Share of Tons	1%
City X Projected Fixed Charge	\$200k

# How Cities are Impacted

- City/Hauler Contract Updates
  - Contracts will need to be updated to incorporate the Fixed Annual Charge as it is not currently part of the formula for charging customers
- Billing Systems
  - Cities that do waste billing (instead of hauler) may need to update their billing system
- Communications
  - The new structure and related contract changes may require educational materials be sent out to waste customers

# Contract Assistance

- Contract language about passing through disposal costs to customers needs to be updated
- SWD cannot be a party to negotiations, but wanted to assist cities/haulers
- Provided limited funding to three “pilot” cities (Kent, Maple Valley, Redmond) to work with Epicenter Consulting
- Develop template language with pilot cities and haulers
- Provide template language to all cities by end of August
- Cities do not have to wait to contact their haulers, letters with this information are forthcoming



**King County**

Department of  
Natural Resources and Parks  
**Solid Waste Division**

7/26/2022

7

# Conclusions

- The Fixed Annual Charge delivers some revenue stability for King County's waste system
  - Restructure is designed to be revenue neutral
- Majority of advisory committee members prefer the Fixed Annual Charge approach

# THANK YOU

For additional information please contact:

Brian Halverson

King County Solid Waste Division

Strategic Planning Manager

[brhalverson@kingcounty.gov](mailto:brhalverson@kingcounty.gov)

(206) 477-6757





## Memorandum

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-501

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Finance	Chip Corder	425-556-2189
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**DEPARTMENT STAFF:**

Finance	Judy Fani	Real Property Specialist
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**TITLE:**

Acceptance of three new DISH WIRELESS LLC Telecommunications Facilities Leases

**OVERVIEW STATEMENT:**

DISH Wireless LLC has submitted three lease applications to install telecommunications equipment at three water tank locations: Southeast Redmond, Novelty Hill/Redmond Ridge, and Hartman Park. The leases are specifically for the purpose of installing, operating, and maintaining telecommunication. The terms and conditions for the City's granting of lease rights have been developed and are mutually acceptable to City staff and DISH Wireless LLC. The proposed lease is the standard agreement used by the City.

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

**REQUESTED ACTION:**

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2030 Comprehensive Plan (Utilities Element)
- **Required:**  
RMC Chapter 12.14 - Telecommunications  
RCW 35A.11.010 - Vests all power to the City's legislative body to purchase, lease, receive, or otherwise acquire real property, and to use, enjoy, hold lease, control, convey or otherwise dispose of the same.  
RZC 21.56.030 - General Siting Criteria for antenna support structures
- **Council Request:**  
N/A
- **Other Key Facts:**

New Telecommunications Facilities Leases require Council approval.

**OUTCOMES:**

Redmond development regulations prefer that public facilities are used for siting telecommunications antennae. The DISH leases will allow for telecommunications services to the Redmond community in a manner that is aligned with City code, policies and values. In addition, these three new DISH leases will fill a void in telecommunication service to the surrounding Redmond area, a void left by the recent Sprint lease terminations resulting from the 2019 T-Mobile acquisition of Sprint.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
No public notice required for a Type 1 Permit (administrative approval)
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:****Total Cost:**

N/A

**Approved in current biennial budget:**

☐ Yes

☐ No

☒ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Vibrant and Connected

**Other budget impacts or additional costs:**

☒ Yes

☐ No

☐ N/A

***If yes, explain:***

The City has been compensated for staff time devoted to processing the DISH lease applications by the payment of a \$4,453.42 fee per application, and a \$9,007.76 initial feasibility plan review fee that covers all three plan reviews. The three leases will yield nearly \$99,500 in annual revenue, increased by an automatic annual rent adjustment during the lease term.

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-501

**Type:** Committee Memo

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
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**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
8/9/2022	Committee of the Whole - Finance, Administration, and Communications	Receive Information
9/6/2022	Business Meeting	Approve

**Time Constraints:**

Preferably the best and safest time to install telecommunication facilities on top of Redmond's water towers is before the 2022-23 rainy season begins in earnest.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the leases are not approved, the gap in telecommunication service in the Redmond area will continue, and the City will forego annual lease revenue along with annual rent escalations in successive years.

**ATTACHMENTS:**

Attachment A: DISH Telecommunications Facilities Lease at Hartman Park Water Tank

Attachment B: DISH Telecommunications Facilities Lease at Redmond Ridge/Novelty Hill Water Tank

Attachment C: DISH Telecommunications Facilities Lease at Southeast Redmond Water Tank

**ATTACHMENT A**

**FACILITIES LEASE FOR  
TELECOMMUNICATIONS FACILITIES**

THIS LEASE is entered into as of the \_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between the **City of Redmond** ("City"), Washington, and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Lessee"), pursuant to Chapter 12.14 of the Redmond Municipal Code ("RMC") and for the mutual benefits to be derived. The parties hereby agree as follows:

Section 1. Location of Facilities. Lessee is hereby authorized to install the equipment described in its Facilities Lease Application ("Lessee's Equipment") on and adjacent to a portion of the **Education Hill Water Storage Tank** ("Facility"), as further described in **Exhibit C**, which is attached and incorporated by this reference, for the purposes of providing a wireless communications system. The location of said Facility is **17100-104<sup>th</sup> Street, Redmond Washington**. Such location ("Property") is more particularly described in **Exhibit A**, which is attached and incorporated herein by this reference. This Lease does not grant Lessee the right to install a monopole on the Property.

Section 2. Authority Granted. In addition to Lessee's Equipment, Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the City. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee's Equipment and supporting improvements (collectively the "Lessee's Telecommunications Facilities"), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B**, and as illustrated by the site plan in **Exhibit C**, both of which exhibits are attached hereto and hereby incorporated in full by this reference. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Lessee's Telecommunications Facilities shall be permitted without Lessee first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld, conditioned, or delayed. Lessee may have up to 12 antennas and will be charged additional rent if the number of antennas exceed 12 in any such amendment. No rent will be charged for additional Lessee Equipment as long as it is contained within the fenced area of the ground lease.

Section 3. Rights Granted. Nothing contained within this Lease shall infringe upon the City's right to use the Facility upon which Lessee's Telecommunication Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any right, privilege, title, or interest in the Facility to Lessee. This Lease merely authorizes Lessee to use and occupy that portion of the Facility, as described in **Exhibit C (the "Premises")**, for the limited purposes stated herein. This Lease shall not be deemed to constitute any warranty of title.

Section 4. Installation and Removal of Lessee's Improvements. All improvements installed by Lessee, excluding Lessee's Equipment, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of the Lease if not removed by Lessee after ninety (90) days after expiration of this Lease and Lessee shall within thirty (30) days of written request, execute any documents to further confirm conveyance of title if so requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense within ninety (90) days after the termination or expiration of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice from the City to Lessee of the requirement of removal. During installation and removal of Lessee's Telecommunication Facilities, Lessee shall comply with RMC Section 6.36. Prior to the commencement of installation or removal construction, Lessee shall obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval should not be unreasonably withheld or delayed.

Section 5. Access. Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the City's property adjacent to the Facility; provided however, that such right will not in any manner interfere with the City's use of the Facility or adjacent property, and this right of ingress and egress shall terminate concurrently ninety (90) days after the termination or expiration of this Lease. However, except in the event of emergency as specified in Section 7, Lessee shall give three (3) days advance written notice to the City prior to commencement of any maintenance or repair of its Telecommunications Facilities located upon the Facility. Provided further, that access to a secured site shall be coordinated at least 72 hours in advance through the Public Works Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has limited or restricted access imposed by the City.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the Facility site.

Section 6. City Work. If at any time the City determines that the Facility must be entered to perform work and the work to be performed is in an area near or adjacent to Lessee's Equipment, upon request by the City the Lessee shall shut down Lessee's Equipment that is in close proximity to the City's work for the duration that personnel will be performing work near or adjacent to Lessee's Equipment. City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shutdown request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for Lessee's Equipment, and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

Section 7. Emergency Work. In the event of any emergency at the Facility, the City shall have the right to turn off the Lessee's Equipment without prior notification. Lessee shall ensure that any switches for turning off the Lessee's Equipment are properly labeled, include an emergency contact phone number, and are readily accessible to the City. The City will endeavor to notify the Lessee as soon as possible of any emergency that requires the City to turn off Lessee's Equipment.

In the event of any emergency in which any of Lessee's Telecommunications Facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

Section 8. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation, or excavation of Lessee's Telecommunications Facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Public Works Director or Parks Director or their respective designee may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease for so long as Lessee's Telecommunication Facilities are on the Facility.

Section 9. Consideration. The Annual Rental Fee ("Annual Rent") for the Facility shall be **Thirty Thousand Three Hundred Thirty-Six and no/100 dollars (\$30,336.00)** per year if Lessee executes this Lease within the calendar year 2022 except as modified below. If Lessee executes this Lease within the calendar year 2023, the first year's Annual Rent shall be **Thirty-one Thousand Five Hundred and Forty-nine and no/100 Dollars (\$31,549.00)** except as modified below.

9.1 In the first year of this Lease, Annual Rent shall be paid in full within thirty (30) days after the Commencement Date of the Lease. Annual Rent for each year after the first shall be paid in full each year within thirty (30) days of the anniversary of the Commencement Date of the Lease. The Commencement Date will be the first day of the month following sixty (60) days after the City issues the building permit for the installation of Lessee's Facilities at the Premises. Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of 5% per month or the highest rate permitted by law; provided, however, the City agrees to provide written

notice to Lessee before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice.

9.2 After the first year, the Annual Rent shall be increased by **four percent (4%)**.

9.3 Should Lessee request to renegotiate the financial terms of the Lease prior to the Commencement Date of the fourth renewal term, Lessee shall pay City a renegotiation fee equal to three months of the then current Annual Rent. The provisions shall not apply should Lessee request to increase rent due to the increase in square footage or a change in the usage of the Premises by Lessee.

Section 10. Licenses, Fees, and Taxes. Prior to constructing any improvements upon the Facility, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Facility by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and RMC Chapter 3.34, unless documentation of exemption is provided to City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on Lessee's Equipment provided that such taxes and fees are consistently applied to other similar tenants and uses.

Section 11. Reimbursement of City Expenses. Lessee shall be subject to all review, inspection, supervision and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City. Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease with Lessee including but not limited to attorneys, consultants, City Staff and the City Attorney's Office that exceed the lease application fee, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably related to the preparation of this Lease.

11.1 In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by Lessee's Telecommunications Facilities.

11.2 Lessee shall, within thirty (30) days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work. Furthermore, Lessee's proportionate share of such costs assessed pursuant to this Section 11.2 shall not exceed fifteen thousand dollars (\$15,000.00) unless

the City demonstrates the actual expenses exceed fifteen thousand dollars (\$15,000.00).

11.3 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement pursuant to this Section 11. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes.

11.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

Section 12. Utilities. Lessee shall provide its own utility services, either by agreement between Lessee and existing user or users, or by obtaining a separate meter for electricity or other utilities to be placed in Lessee's name.

12.1 The City agrees to grant Lessee a utility easement on the Property to serve Lessee's Telecommunication Facilities, if such an easement is necessary. However, the location of any such utility easement shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, conditioned, or delayed.

12.2 Any expansion, relocation, or change of a utility service provider serving Lessee's Telecommunication Equipment shall require review, approval and written consent of the City. Written consent may be in the form of an amendment to this Lease, establishment of an easement(s), and/or permission by license or permit, for use of the Facility, if not anticipated by this Lease. Approval by the City of an amendment, permission, license or permit should not be unreasonably withheld, conditioned, or delayed.

Section 13. Term. The rights granted under this Lease shall have a term of five (5) years commencing on the Commencement Date. The term shall automatically be extended for up to two (2) additional consecutive terms of five (5) years each (each a "Renewal Term") unless Lessee delivers written notice to the City at least one hundred twenty (120) days prior to the expiration of the then current term that Lessee is not renewing the Lease.

Section 14. Additional Renewal. After the second Renewal Term, unless the City gives written notice to Lessee that a renewal application will be required, or that the Lease will not be renewed or extended by the City, such notice being received at least one hundred twenty (120) days prior to the end of the Lease's current term, Lessee shall have the right to extend this Lease for additional five-



year terms, the additional successive renewal terms shall be deemed to have occurred automatically without action by either party. If, at least one hundred twenty (120) days prior to the expiration of the Second Renewal Term, the City gives written notice to Lessee that a renewal application will be required, if Lessee desires to renew the Lease, then Lessee shall file an application for renewal at least thirty (30) days before expiration of this Lease. The renewal application shall include the following:

- A. The information required pursuant to RMC Section 12.14.300;
  - B. Any information required pursuant to this Lease;
  - C. All deposits or charges required pursuant to RMC Chapter 12.14; and
  - D. The renewal fee required for filing a telecommunications lease application to recover City costs.
- E. Recognizing that the City is under no obligation to grant a renewal of this Lease, the City shall consider and take action on renewal applications within one hundred twenty (120) days after receiving a complete application. When such action is taken the City shall issue a written determination denying, granting, or granting with conditions that are reasonably necessary to ensure compliance with RMC Chapter 12.14 or any other such criteria as the City Council may choose to apply. This Lease may not be renewed by the City if there has been an uncured breach of the Lease during the preceding term and shall not be renewed until any ongoing violations or defaults in the Lessee's performance of this Lease or of the requirements of RMC Chapter 12.14 and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by the Lessee has been approved by the City.

Section 15. Joint Users. All of Lessee's Telecommunication Facilities shall, to the extent technology and space permits, be available for joint use by existing or future users of the site, including the City. The City shall have the authority to permit the same without a change to Lessee's compensation. Said use shall not prevent Lessee from using Lessee's Equipment, nor cause interference with Lessee's transmission and signals. The City will provide Lessee with at least thirty (30) days' prior written notice of a new joint user.

Section 16. Business Purpose. Lessee shall conduct and carry on in the Facility only the business for which the Facility is leased and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no stock of goods will be carried, or anything done in or about the Facility which will increase the present rate of insurance.

Section 17. Alterations. As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, modification or improvements to said Facility without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to City a written request for any change and any supplemental materials as may be requested for City's evaluation and approval. City shall have sixty (60) days after receipt of all requested materials

in which to respond to such request and unless City so notifies Lessee to the contrary such approvals shall be deemed granted.

Section 18. Lights, Signs and Symbols. All lights, signs or symbols placed on the Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned or delayed. In the event Lessee shall place lights, signs or symbols on the Facility in locations which were not approved by the City during the plan review, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of 72 hours after receipt of written notice will constitute a breach of this Lease, thereby entitling the City to remove the lights, signs or symbols and seek reimbursement from Lessee pursuant to Section 11 above. Any lights, signs or symbols placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same within 90 days after the termination or expiration of this Lease and repair any resulting damage or injury to the Facility. If such lights, signs or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

Section 19. Compliance with All Applicable Laws. Lessee agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations in connection with its construction on the Facility or Property, its use of the Facility or Property, and in performing any and all work upon the Facility or Property. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence or misconduct, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Facility and Lessee's Telecommunication Facilities in a safe condition, in good repair and in a manner suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion and A/C power failure on the Facility. Additionally, Lessee shall keep the Facility and Property free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

Section 20. Permits and Licenses. This Lease is contingent upon Lessee's obtaining all required governmental permits, licenses and approvals to locate on the Facility and offer Lessee's proposed services. Lessee shall not commence construction of any of Lessee's Telecommunication Facilities until commencement of this Lease and issuance of all necessary governmental permits, licenses and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Facility in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Facility, or the premises and City shall not be liable for any latent or patent defect in the Facility or the premises.

Section 21. Cancellation. In the event that Lessee determines that the Facility is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days written notice to the City, unless a different notice period is specified elsewhere in this Lease. In such event, no prepaid rent shall be refundable and Lessee's rights and obligations, except for restoration, as specified in Section 42, indemnification, as specified in Section 25, and maintenance of insurance, as specified in Section 24, and removal of all liens and encumbrances as specified in Section 19 shall cease.

Section 22. Interference. The City may have previously entered into leases with other lessees ("senior lessees") to lease space on the Facility for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Facility for the purposes of transmitting and receiving telecommunication signals from the Facility. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Facility which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the Effective Date of this Lease interfere with Lessee's use of the Facility, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days' notice to City, terminate this Lease and restore the Facility and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 21 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition on City equipment. The City has the right to grant rights for use of other telecommunications facilities on the Facility and the City agrees that it will use reasonable efforts to protect Lessee from interference from subsequent users of the Facility through appropriate lease terms. If any subsequent users of the Facility cause Lessee's equipment to suffer from interference for a period more than seventy-two (72) hours following written notification thereof, City shall cause any interfering party to relocate their equipment so that it no longer causes interference. The parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section, and therefore either party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

Section 23. Relocation of Lessee's Telecommunication Facilities. Within ninety (90) days following written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of Lessee's Telecommunications Facilities upon the Property whenever the Public Works Director or Parks Director or their respective designee shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, alteration, repair, maintenance, installation, or improvement for the operations of the City or other governmental entity in or upon the Property. Any removal, relocation, change or alternations shall be at the Lessee's own expense. When such a notice is given by the City, the City shall grant a lease amendment without further application; provided, however that a fee for the review and approval of the alternative location and/or relocation back to the Facility shall be assessed to, and paid by, the Lessee. In the event that a suitable

alternative location for Lessee's Telecommunications Facilities cannot be located, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the City, and shall be entitled to a pro rata refund of all pre-paid rent and subject to complying with Section 21 and the Sections referenced therein. Notwithstanding the foregoing, City agrees that relocation or temporary removal shall not be required more than one (1) time during any five (5) year period unless required in the event of an emergency.

Section 24. Insurance. Lessee shall procure and maintain for so long as Lessee has its Telecommunication Facilities on the Property, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives or employees. Lessee shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A:XII, together with an endorsement copy listing the City, its officers, elected and appointed officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

A. Commercial general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:

- (1) \$2,000,000.00 for bodily injury or death to each person;
- (2) \$2,000,000.00 for property damage resulting from any one accident; and
- (3) \$2,000,000.00 for all other types of liability

B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000.00 for each person and \$2,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; and

D. Comprehensive Form premises-operations, explosions and collapse hazard, and products completed hazard with limits of not less than \$2,000,000.00.

E. Umbrella or excess liability insurance in the amount of \$10,000,000.00.

F. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and such other period of time during which Lessee is operating without a Facilities Lease, or is engaged in the removal of its Telecommunications Facilities. Failure to maintain

such insurance shall be grounds for Lease cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Lessee's maintenance of insurance policies required by this Lease shall not be construed to excuse unfaithful performance by Grantee.

F. In addition to the coverage requirements set forth in this Section, Lessee must notify the City of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

#### Section 25. Indemnification and Waiver.

A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. For of which the negligent acts or omissions of Lessee, its agents, servants, officers or employees in performing the activities authorized by this Lease are the proximate cause;
2. By virtue of Lessee's exercise of the rights granted herein;
3. By virtue of the City's permitting Lessee's use of the City's public ways or other public property;
4. Based upon the City's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease;
5. Arising as a result of the negligent acts or omissions of Lessee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other

public place in performance of work or services permitted under this Lease; and

6. Based upon radio frequency emissions or radiation emitted from Lessee's equipment located upon the Facility, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

B. Lessee's indemnification obligations pursuant to Subsection A of this Section shall include assuming potential liability for actions brought against the City by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors even though Lessee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Lessee's exercise of the rights set forth in this Lease. The obligations of Lessee under this Subsection B have been mutually negotiated by the parties hereto, and Lessee acknowledges that the City would not enter into this Lease without Lessee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Lessee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Inspection or acceptance by the City of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Lessee's operations hereunder, Lessee shall, at Lessee's sole cost and expense, resist and defend the same provided, however, that Lessee shall not admit liability in any such matter on behalf of the City without the written consent of the City. Nothing herein shall be deemed to prevent City from cooperating with Lessee and participating in the defense of any litigation with City's own counsel. Lessee shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by the City Attorney's office, and the actual expenses of City's agents, employees, consultants and expert witnesses and disbursements and liabilities incurred by City in connection with such suits, actions or proceedings. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.

E. The obligations of Lessee under the indemnification provisions of this Section shall apply

regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Lessee to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence or misconduct of the City or its employees, contractors, agents, tenants, representatives or invitees. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Lessee's obligation to indemnify the City hereunder shall extend only to the extent of Lessee's negligence.

F. Notwithstanding any other provisions of this Section, Lessee assumes the risk of damage to its Telecommunications Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, any willful or malicious action on the part of the City, its officers, agents, employees, representatives, or contractors. Lessee releases and waives any and all such claims against the City, its officers, agents, employees and contractors. Lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Lessee's facilities as the result of any interruption of service due to damage or destruction of Lessee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.

G. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

Section 26. Covenant Not to Bring Suit. The rents, fees and other in-kind compensation, if any, provided for in this Lease are a result of mutual negotiations between the parties. Lessee acknowledges and covenants not to bring suit with respect to the amount of said rents, fees or in-kind compensation seeking to recover all or any portion of the same, and hereby waives any and all such claims against the City and its elected or appointed officials and releases the City and its elected or appointed officials from any and all claims solely related to payment of rents, fees and/or in-kind services provided for under this Lease.

Section 27. Restoration Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall furnish a performance bond written by a corporate surety acceptable to the City equal to at least 150% of the estimated cost of completing or removing Lessee's Telecommunications Facilities and other improvements and restoring the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements and shall warrant all such restoration work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of Lessee's

Telecommunications Facilities which are partially completed and/or non-conforming and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

Section 28. Security Fund. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall establish a permanent security fund in the amount of **Fifty Thousand Dollars (\$50,000)** with the City to guarantee the full and complete performance of the requirements of this Lease, the requirements of RMC Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, the City shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond, in the amount of **Fifty Thousand Dollars (\$50,000)** to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

Section 29. Incorporation of RMC Chapter 12.14. RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Lease conflicts with the provisions of RMC Chapter 12.14, the provisions of this Lease shall prevail.

Section 30. Holdover. Within ninety (90) days after this Lease expires, or is revoked or terminated for any cause, Lessee shall remove Lessee's Telecommunication Facilities from the Facility and Property. If Lessee shall, with the written consent of the City, holdover after the expiration of the term of this Lease, the holdover tenancy shall be on a month-to-month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, Lessee agrees to pay the City the annual rate of rental, prorated on a monthly basis, and further agrees to be bound by all of the terms, covenants, agreements and conditions as herein specified, so far as applicable.

Section 31. Revocation, Forfeiture, and Termination. The rights granted under this Lease may be revoked or forfeited as provided in RMC Section 12.14.690 as said Section presently exists or is hereafter amended if Lessee fails to cure the breach within thirty (30) days after receipt of written notice from City and such time period will be extended so long as Lessee commences to cure the default and diligently pursues to completion. Provided that the City may elect in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Lessee to comply with the provisions of this Lease and to recover reasonable damages, rent, attorney and collection fees, court costs, attorney's fees upon appeal of any judgment or ruling, and other costs and expenses incurred by the City by reason of the Lessee's failure to comply. No re-entry and taking of possession of the Facility by the City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Lessee by City. Notwithstanding any re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.



Section 32. Non-Release of Obligations upon Termination. No termination, default, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, forfeiture or cancellation, nor shall termination, default, forfeiture or cancellation release Lessee from its obligation and liability as described in Section 4 herein to remove its facilities and equipment and restore the Facility to its original condition ordinary wear and tear and damage from casualty excepted.

Section 33. City's Removal of Lessee's Property. In the event that this Lease is revoked, forfeited, or otherwise terminated and Lessee fails to remove its improvements from the leased premises within ninety (90) days thereafter, the City shall have the right, but not the obligation, after giving thirty (30) days notice to Lessee, to remove therefrom all of Lessee's property, and may store the same in any place selected by the City, including, but not limited to, a public warehouse at the expense and risk of Lessee. If the City removes Lessee's property as provided under this Section, it shall immediately provide Lessee written notice of such removal, and notice of Lessee's right to redeem the property after payment of any sums due the City, including the City's costs of removal and storage. If within thirty (30) days of such written notice Lessee does not redeem the property, the City shall have the right to sell such stored property. If such property is sold as provided herein, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to the City under any terms hereof. The balance, if any, shall be paid to Lessee.

Section 34. Fire and Other Casualty. In the event the Facility is destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable by Lessee in whole or in a substantial part, Lessee shall have the option to terminate the Lease immediately without further liability for rents due hereunder. If Lessee chooses to terminate this Lease as provided in this Section, Lessee shall be entitled to a refund of any prepaid rent for the applicable Lease term, less the portion of the rent, prorated on a daily basis, that represents the amount of the term that has expired prior to termination of the Lease by Lessee. The City shall have no obligation to repair any damage to any portion of the Facility.

Section 35. Condemnation. In the event of the taking of the Facility by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed cancelled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Facility. However, Lessee shall have the right to pursue its own separate award from the condemning authority.

Section 36. Modification, Waiver. No waiver, alteration, amendment or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of both parties. Notwithstanding anything herein to the contrary, it is agreed that amendments to this Lease may be approved and executed by the Mayor on behalf of the City.

Section 37. Assignment. This Lease shall run with the property and shall be binding on and

inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns. Lessee will not assign or transfer this Lease or sublet all or any portion of the leased premises without the prior written consent from the City, which consent will not be unreasonably withheld, delayed, or conditioned; provided, however, City may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under the Lease. The terms and conditions of this Lease shall be binding on any sublessee or assignee. In the event of a sublease, the City shall be entitled to forty percent (40%) of any revenue received by Lessee from any sublessee ("Sublessee Rent") which shall be payable to the City within thirty (30) days after receipt by the Lessee. This Sublessee Rent is in addition to the Annual rent paid by the Lessee to the City. Notwithstanding the foregoing, Lessee may assign or sublet, without the City's prior written consent, to any party controlling, controlled by or under common control with Lessee or to any party which acquires substantially all of the stock or assets of Lessee.

Section 38. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

Section 39. Cancellation of Prior Leases and Agreements. This Lease supersedes all previous leases and agreements between the parties with respect to the subject matter hereof, and any such agreements are hereby cancelled.

Section 40. Notice. Any notice or information required or permitted to be given to the parties under this Lease may be sent to the below found addresses, unless otherwise specified. If notice is required to be in writing, the notice will be effective on the earlier of personal delivery, or five (5) days after being mailed, postage prepaid, to the following, unless otherwise specified in here:

If to the City:

City of Redmond  
Real Property – Finance Dept. MS 3NFN  
PO Box 97010  
15670 NE 85th Street  
Redmond, WA 98073-9710

If to Lessee:

DISH Wireless L.L.C.  
Attn: Lease Admin  
5701 S. Sante Fe Dr.  
Littleton, CO 80120

With a copy to:

DISH Network  
Attn: Wireless Legal Dept.  
9601 S. Meridian Blvd.  
Englewood, CO 80112

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Section 41. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge reasonable for attorneys' fees, costs, expenses, and attorney's fees upon appeal of any judgment or ruling.

Section 42. Restoration of Property. Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of its Telecommunications Facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear and damage from casualty excepted. The Public Works Director or the Parks Director or their respective designee shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accord with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

Section 43. Non-Severability. Each term and condition of this Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Lease are not severable. If any section, sentence, clause or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Lease shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 44. Merger. Except for the terms and conditions of applicable and future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

Section 45. Hazardous Substances. The City represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the leased premises that is

identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the leased premises in violation of any applicable law or regulation, nor shall Lessee allow any of its agents, contractors or any other person under its control to do the same.

Lessee will be solely responsible for and will defend, indemnify, and hold the City, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The City will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the removal, cleanup, or restoration of the property associated with the City's use of Hazardous Substances.

#### Section 46. Miscellaneous.

A. City and Lessee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Lease.

B. This Lease shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

D. Where the context so requires, the singular shall include the plural and the plural includes the singular.

E. If the methods of taxation in effect at the commencement date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on equipment, there is imposed a tax upon or against the rentals payable by Lessee to City, Lessee shall also pay those amounts.

F. Lessee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Lessee from any person or entity.

G. This Lease may be enforced at both law and equity.

H. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original. Signed, scanned and emailed copy and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

I. There are no third-party beneficiaries to this Lease.

J. All exhibits annexed hereto form material parts of this Lease.

K. Lessee acknowledges that it, and not the City, shall be responsible for the Premises and Lessee's Equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Lessee shall indemnify and hold the City harmless from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Should the Lessee or the City be cited by either the FCC or FAA because Lessee's Equipment is not in compliance, and should Lessee fail to cure the conditions or noncompliance within the timeframe allowed by the citing agency, and fails to cure within thirty (30) days after receipt of written notice, then the City may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee's expense.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Lease is executed as of the latest date it is fully executed by both parties.

**CITY OF REDMOND,**  
a Washington municipal corporation

By: \_\_\_\_\_

Angela Birney, Mayor

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

**DISH Wireless, L.L.C.,**  
a Colorado limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

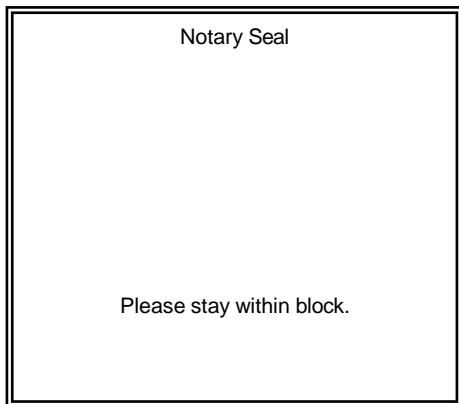
STATE OF WASHINGTON )

) SS.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



Notary Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public for the State of Washington

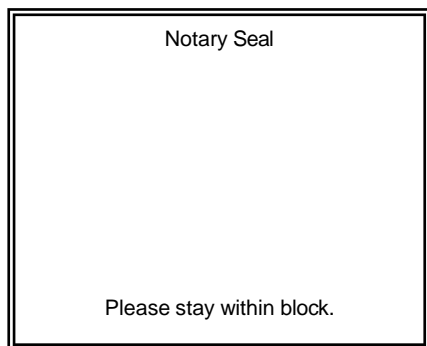
Residing In: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



Notary Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

Residing In: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES**

*(Legal Description of Facility)*

The east half of the northeast quarter of the southeast quarter of the southwest quarter of Section 36, Township 26 North, Range 5 East, W.M., EXCEPT the north 30 feet thereof for road as conveyed to the City of Redmond by deed recorded under Auditor's File No. 5446197.

**EXHIBIT B**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE**

*(Written description of Lessee's Telecommunications Facilities)*

**EDUCATION HILL WATER  
TOWER SESEA00140**

	Sq Ft.	Quantity	Total (Sq Ft.)
<b>Water Tower</b>			
Antenna/RRU Areas	36.75	3	110.25
Hybrid Cable(all runs)	61.9	1	61.9
<b>Ground Lease Area 15' x 10'</b>	150		150
1 Cabinet and 1 H-frame		1	
<b>TOTAL</b>			<b>322.15</b>

**EXHIBIT C**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES**

*(Illustrated Site Plan of Lessee's Telecommunications Facilities from pages T-1, A-1, A-3, and A-5  
of the Lessee's approved construction plans set dated 7/27/22)*

**ATTACHMENT B**

**FACILITIES LEASE FOR  
TELECOMMUNICATIONS FACILITIES**

THIS LEASE is entered into as of the \_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between the **City of Redmond** ("City"), Washington, and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Lessee"), pursuant to Chapter 12.14 of the Redmond Municipal Code ("RMC") and for the mutual benefits to be derived. The parties hereby agree as follows:

Section 1. Location of Facilities. Lessee is hereby authorized to install the equipment described in its Facilities Lease Application ("Lessee's Equipment") on and adjacent to a portion of the **Novelty Hill/Redmond Ridge Tank No. 1** ("Facility"), as further described in **Exhibit C**, which is attached and incorporated by this reference, for the purposes of providing a wireless communications system. The location of said Facility is **22515 NE Market Place Drive, Redmond, WA 98053**. Such location ("Property") is more particularly described in **Exhibit A**, which is attached and incorporated herein by this reference. This Lease does not grant Lessee the right to install a monopole on the Property.

Section 2. Authority Granted. In addition to Lessee's Equipment, Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the City. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee's Equipment and supporting improvements (collectively the "Lessee's Telecommunications Facilities"), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B**, and as illustrated by the site plan in **Exhibit C**, both of which exhibits are attached hereto and hereby incorporated in full by this reference. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Lessee's Telecommunications Facilities shall be permitted without Lessee first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld, conditioned, or delayed. Lessee may have up to 12 antennas and will be charged additional rent if the number of antennas exceed 12 in any such amendment. No rent will be charged for additional Lessee Equipment as long as it is contained within the fenced area of the ground lease.

Section 3. Rights Granted. Nothing contained within this Lease shall infringe upon the City's right to use the Facility upon which Lessee's Telecommunication Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any right, privilege, title, or interest in the Facility to Lessee. This Lease merely authorizes Lessee to use and occupy that portion of the Facility, as described in **Exhibit C (the "Premises")**, for the limited purposes stated herein. This Lease shall not be deemed to constitute any warranty of title.

Section 4. Installation and Removal of Lessee's Improvements. All improvements installed by Lessee, excluding Lessee's Equipment, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of the Lease if not removed by Lessee after ninety (90) days after expiration of this Lease and Lessee shall within thirty (30) days of written request, execute any documents to further confirm conveyance of title if so requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense within ninety (90) days after the termination or expiration of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice from the City to Lessee of the requirement of removal. During installation and removal of Lessee's Telecommunication Facilities, Lessee shall comply with RMC Section 6.36. Prior to the commencement of installation or removal construction, Lessee shall obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval should not be unreasonably withheld or delayed.

Section 5. Access. Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the City's property adjacent to the Facility; provided however, that such right will not in any manner interfere with the City's use of the Facility or adjacent property, and this right of ingress and egress shall terminate concurrently ninety (90) days after the termination or expiration of this Lease. However, except in the event of emergency as specified in Section 7, Lessee shall give three (3) days advance written notice to the City prior to commencement of any maintenance or repair of its Telecommunications Facilities located upon the Facility. Provided further, that access to a secured site shall be coordinated at least 72 hours in advance through the Public Works Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has limited or restricted access imposed by the City.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the Facility site.

Section 6. City Work. If at any time the City determines that the Facility must be entered to perform work and the work to be performed is in an area near or adjacent to Lessee's Equipment, upon request by the City the Lessee shall shut down Lessee's Equipment that is in close proximity to the City's work for the duration that personnel will be performing work near or adjacent to Lessee's Equipment. City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shutdown request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for Lessee's Equipment, and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

Section 7. Emergency Work. In the event of any emergency at the Facility, the City shall have the right to turn off the Lessee's Equipment without prior notification. Lessee shall ensure that any switches for turning off the Lessee's Equipment are properly labeled, include an emergency contact phone number, and are readily accessible to the City. The City will endeavor to notify the Lessee as soon as possible of any emergency that requires the City to turn off Lessee's Equipment.

In the event of any emergency in which any of Lessee's Telecommunications Facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

Section 8. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation, or excavation of Lessee's Telecommunications Facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Public Works Director or Parks Director or their respective designee may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease for so long as Lessee's Telecommunication Facilities are on the Facility.

Section 9. Consideration. The Annual Rental Fee ("Annual Rent") for the Facility shall be **Thirty-Two Thousand Nine Hundred Forty and no/100 dollars (\$32,940.00)** per year if Lessee executes this Lease within the calendar year 2022 except as modified below. If Lessee executes this Lease within the calendar year 2023, the first year's Annual Rent shall be **Thirty-Four Thousand Two Hundred and Fifty-Eight and no/100 Dollars (\$32,258.00)** except as modified below.

9.1 In the first year of this Lease, Annual Rent shall be paid in full within thirty (30) days after the Commencement Date of the Lease. Annual Rent for each year after the first shall be paid in full each year within thirty (30) days of the anniversary of the Commencement Date of the Lease. The Commencement Date will be the first day of the month following sixty (60) days after the City issues the building permit for the installation of Lessee's Facilities at the Premises. Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of 5% per month or the highest rate permitted by law; provided, however, the City agrees to provide written

notice to Lessee before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice.

9.2 After the first year, the Annual Rent shall be increased by **four percent (4%)**.

9.3 Should Lessee request to renegotiate the financial terms of the Lease prior to the Commencement Date of the fourth renewal term, Lessee shall pay City a renegotiation fee equal to three months of the then current Annual Rent. The provisions shall not apply should Lessee request to increase rent due to the increase in square footage or a change in the usage of the Premises by Lessee.

Section 10. Licenses, Fees, and Taxes. Prior to constructing any improvements upon the Facility, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Facility by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and RMC Chapter 3.34, unless documentation of exemption is provided to City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on Lessee's Equipment provided that such taxes and fees are consistently applied to other similar tenants and uses.

Section 11. Reimbursement of City Expenses. Lessee shall be subject to all review, inspection, supervision and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City. Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease with Lessee including but not limited to attorneys, consultants, City Staff and the City Attorney's Office that exceed the lease application fee, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably related to the preparation of this Lease.

11.1 In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by Lessee's Telecommunications Facilities.

11.2 Lessee shall, within thirty (30) days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work. Furthermore, Lessee's proportionate share of such costs assessed pursuant to this Section 11.2 shall not exceed fifteen thousand dollars (\$15,000.00) unless

the City demonstrates the actual expenses exceed fifteen thousand dollars (\$15,000.00).

11.3 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement pursuant to this Section 11. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes.

11.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

Section 12. Utilities. Lessee shall provide its own utility services, either by agreement between Lessee and existing user or users, or by obtaining a separate meter for electricity or other utilities to be placed in Lessee's name.

12.1 The City agrees to grant Lessee a utility easement on the Property to serve Lessee's Telecommunication Facilities, if such an easement is necessary. However, the location of any such utility easement shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, conditioned, or delayed.

12.2 Any expansion, relocation, or change of a utility service provider serving Lessee's Telecommunication Equipment shall require review, approval and written consent of the City. Written consent may be in the form of an amendment to this Lease, establishment of an easement(s), and/or permission by license or permit, for use of the Facility, if not anticipated by this Lease. Approval by the City of an amendment, permission, license or permit should not be unreasonably withheld, conditioned, or delayed.

Section 13. Term. The rights granted under this Lease shall have a term of five (5) years commencing on the Commencement Date. The term shall automatically be extended for up to two (2) additional consecutive terms of five (5) years each (each a "Renewal Term") unless Lessee delivers written notice to the City at least one hundred twenty (120) days prior to the expiration of the then current term that Lessee is not renewing the Lease.

Section 14. Additional Renewal. After the second Renewal Term, unless the City gives written notice to Lessee that a renewal application will be required, or that the Lease will not be renewed or extended by the City, such notice being received at least one hundred twenty (120) days prior to the end of the Lease's current term, Lessee shall have the right to extend this Lease for additional five-



year terms, the additional successive renewal terms shall be deemed to have occurred automatically without action by either party. If, at least one hundred twenty (120) days prior to the expiration of the Second Renewal Term, the City gives written notice to Lessee that a renewal application will be required, if Lessee desires to renew the Lease, then Lessee shall file an application for renewal at least thirty (30) days before expiration of this Lease. The renewal application shall include the following:

- A. The information required pursuant to RMC Section 12.14.300;
  - B. Any information required pursuant to this Lease;
  - C. All deposits or charges required pursuant to RMC Chapter 12.14; and
  - D. The renewal fee required for filing a telecommunications lease application to recover City costs.
- E. Recognizing that the City is under no obligation to grant a renewal of this Lease, the City shall consider and take action on renewal applications within one hundred twenty (120) days after receiving a complete application. When such action is taken the City shall issue a written determination denying, granting, or granting with conditions that are reasonably necessary to ensure compliance with RMC Chapter 12.14 or any other such criteria as the City Council may choose to apply. This Lease may not be renewed by the City if there has been an uncured breach of the Lease during the preceding term and shall not be renewed until any ongoing violations or defaults in the Lessee's performance of this Lease or of the requirements of RMC Chapter 12.14 and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by the Lessee has been approved by the City.

Section 15. Joint Users. All of Lessee's Telecommunication Facilities shall, to the extent technology and space permits, be available for joint use by existing or future users of the site, including the City. The City shall have the authority to permit the same without a change to Lessee's compensation. Said use shall not prevent Lessee from using Lessee's Equipment, nor cause interference with Lessee's transmission and signals. The City will provide Lessee with at least thirty (30) days' prior written notice of a new joint user.

Section 16. Business Purpose. Lessee shall conduct and carry on in the Facility only the business for which the Facility is leased and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no stock of goods will be carried, or anything done in or about the Facility which will increase the present rate of insurance.

Section 17. Alterations. As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, modification or improvements to said Facility without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to City a written request for any change and any supplemental materials as may be requested for City's evaluation and approval. City shall have sixty (60) days after receipt of all requested materials

in which to respond to such request and unless City so notifies Lessee to the contrary such approvals shall be deemed granted.

Section 18. Lights, Signs and Symbols. All lights, signs or symbols placed on the Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned or delayed. In the event Lessee shall place lights, signs or symbols on the Facility in locations which were not approved by the City during the plan review, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of 72 hours after receipt of written notice will constitute a breach of this Lease, thereby entitling the City to remove the lights, signs or symbols and seek reimbursement from Lessee pursuant to Section 11 above. Any lights, signs or symbols placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same within 90 days after the termination or expiration of this Lease and repair any resulting damage or injury to the Facility. If such lights, signs or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

Section 19. Compliance with All Applicable Laws. Lessee agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations in connection with its construction on the Facility or Property, its use of the Facility or Property, and in performing any and all work upon the Facility or Property. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence or misconduct, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Facility and Lessee's Telecommunication Facilities in a safe condition, in good repair and in a manner suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion and A/C power failure on the Facility. Additionally, Lessee shall keep the Facility and Property free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

Section 20. Permits and Licenses. This Lease is contingent upon Lessee's obtaining all required governmental permits, licenses and approvals to locate on the Facility and offer Lessee's proposed services. Lessee shall not commence construction of any of Lessee's Telecommunication Facilities until commencement of this Lease and issuance of all necessary governmental permits, licenses and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Facility in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Facility, or the premises and City shall not be liable for any latent or patent defect in the Facility or the premises.

Section 21. Cancellation. In the event that Lessee determines that the Facility is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days written notice to the City, unless a different notice period is specified elsewhere in this Lease. In such event, no prepaid rent shall be refundable and Lessee's rights and obligations, except for restoration, as specified in Section 42, indemnification, as specified in Section 25, and maintenance of insurance, as specified in Section 24, and removal of all liens and encumbrances as specified in Section 19 shall cease.

Section 22. Interference. The City may have previously entered into leases with other lessees ("senior lessees") to lease space on the Facility for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Facility for the purposes of transmitting and receiving telecommunication signals from the Facility. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Facility which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the Effective Date of this Lease interfere with Lessee's use of the Facility, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days' notice to City, terminate this Lease and restore the Facility and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 21 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition on City equipment. The City has the right to grant rights for use of other telecommunications facilities on the Facility and the City agrees that it will use reasonable efforts to protect Lessee from interference from subsequent users of the Facility through appropriate lease terms. If any subsequent users of the Facility cause Lessee's equipment to suffer from interference for a period more than seventy-two (72) hours following written notification thereof, City shall cause any interfering party to relocate their equipment so that it no longer causes interference. The parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section, and therefore either party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

Section 23. Relocation of Lessee's Telecommunication Facilities. Within ninety (90) days following written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of Lessee's Telecommunications Facilities upon the Property whenever the Public Works Director or Parks Director or their respective designee shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, alteration, repair, maintenance, installation, or improvement for the operations of the City or other governmental entity in or upon the Property. Any removal, relocation, change or alternations shall be at the Lessee's own expense. When such a notice is given by the City, the City shall grant a lease amendment without further application; provided, however that a fee for the review and approval of the alternative location and/or relocation back to the Facility shall be assessed to, and paid by, the Lessee. In the event that a suitable

alternative location for Lessee's Telecommunications Facilities cannot be located, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the City, and shall be entitled to a pro rata refund of all pre-paid rent and subject to complying with Section 21 and the Sections referenced therein. Notwithstanding the foregoing, City agrees that relocation or temporary removal shall not be required more than one (1) time during any five (5) year period unless required in the event of an emergency.

Section 24. Insurance. Lessee shall procure and maintain for so long as Lessee has its Telecommunication Facilities on the Property, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives or employees. Lessee shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A:XII, together with an endorsement copy listing the City, its officers, elected and appointed officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

A. Commercial general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:

- (1) \$2,000,000.00 for bodily injury or death to each person;
- (2) \$2,000,000.00 for property damage resulting from any one accident; and
- (3) \$2,000,000.00 for all other types of liability

B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000.00 for each person and \$2,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; and

D. Comprehensive Form premises-operations, explosions and collapse hazard, and products completed hazard with limits of not less than \$2,000,000.00.

E. Umbrella or excess liability insurance in the amount of \$10,000,000.00.

F. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and such other period of time during which Lessee is operating without a Facilities Lease, or is engaged in the removal of its Telecommunications Facilities. Failure to maintain

such insurance shall be grounds for Lease cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Lessee's maintenance of insurance policies required by this Lease shall not be construed to excuse unfaithful performance by Grantee.

F. In addition to the coverage requirements set forth in this Section, Lessee must notify the City of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

#### Section 25. Indemnification and Waiver.

A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. For of which the negligent acts or omissions of Lessee, its agents, servants, officers or employees in performing the activities authorized by this Lease are the proximate cause;
2. By virtue of Lessee's exercise of the rights granted herein;
3. By virtue of the City's permitting Lessee's use of the City's public ways or other public property;
4. Based upon the City's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease;
5. Arising as a result of the negligent acts or omissions of Lessee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other

public place in performance of work or services permitted under this Lease; and

6. Based upon radio frequency emissions or radiation emitted from Lessee's equipment located upon the Facility, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

B. Lessee's indemnification obligations pursuant to Subsection A of this Section shall include assuming potential liability for actions brought against the City by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors even though Lessee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Lessee's exercise of the rights set forth in this Lease. The obligations of Lessee under this Subsection B have been mutually negotiated by the parties hereto, and Lessee acknowledges that the City would not enter into this Lease without Lessee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Lessee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Inspection or acceptance by the City of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Lessee's operations hereunder, Lessee shall, at Lessee's sole cost and expense, resist and defend the same provided, however, that Lessee shall not admit liability in any such matter on behalf of the City without the written consent of the City. Nothing herein shall be deemed to prevent City from cooperating with Lessee and participating in the defense of any litigation with City's own counsel. Lessee shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by the City Attorney's office, and the actual expenses of City's agents, employees, consultants and expert witnesses and disbursements and liabilities incurred by City in connection with such suits, actions or proceedings. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.

E. The obligations of Lessee under the indemnification provisions of this Section shall apply

regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Lessee to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence or misconduct of the City or its employees, contractors, agents, tenants, representatives or invitees. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Lessee's obligation to indemnify the City hereunder shall extend only to the extent of Lessee's negligence.

F. Notwithstanding any other provisions of this Section, Lessee assumes the risk of damage to its Telecommunications Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, any willful or malicious action on the part of the City, its officers, agents, employees, representatives, or contractors. Lessee releases and waives any and all such claims against the City, its officers, agents, employees and contractors. Lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Lessee's facilities as the result of any interruption of service due to damage or destruction of Lessee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.

G. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

Section 26. Covenant Not to Bring Suit. The rents, fees and other in-kind compensation, if any, provided for in this Lease are a result of mutual negotiations between the parties. Lessee acknowledges and covenants not to bring suit with respect to the amount of said rents, fees or in-kind compensation seeking to recover all or any portion of the same, and hereby waives any and all such claims against the City and its elected or appointed officials and releases the City and its elected or appointed officials from any and all claims solely related to payment of rents, fees and/or in-kind services provided for under this Lease.

Section 27. Restoration Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall furnish a performance bond written by a corporate surety acceptable to the City equal to at least 150% of the estimated cost of completing or removing Lessee's Telecommunications Facilities and other improvements and restoring the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements and shall warrant all such restoration work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of Lessee's

Telecommunications Facilities which are partially completed and/or non-conforming and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

Section 28. Security Fund. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall establish a permanent security fund in the amount of **Fifty Thousand Dollars (\$50,000)** with the City to guarantee the full and complete performance of the requirements of this Lease, the requirements of RMC Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, the City shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond, in the amount of **Fifty Thousand Dollars (\$50,000)** to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

Section 29. Incorporation of RMC Chapter 12.14. RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Lease conflicts with the provisions of RMC Chapter 12.14, the provisions of this Lease shall prevail.

Section 30. Holdover. Within ninety (90) days after this Lease expires, or is revoked or terminated for any cause, Lessee shall remove Lessee's Telecommunication Facilities from the Facility and Property. If Lessee shall, with the written consent of the City, holdover after the expiration of the term of this Lease, the holdover tenancy shall be on a month-to-month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, Lessee agrees to pay the City the annual rate of rental, prorated on a monthly basis, and further agrees to be bound by all of the terms, covenants, agreements and conditions as herein specified, so far as applicable.

Section 31. Revocation, Forfeiture, and Termination. The rights granted under this Lease may be revoked or forfeited as provided in RMC Section 12.14.690 as said Section presently exists or is hereafter amended if Lessee fails to cure the breach within thirty (30) days after receipt of written notice from City and such time period will be extended so long as Lessee commences to cure the default and diligently pursues to completion. Provided that the City may elect in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Lessee to comply with the provisions of this Lease and to recover reasonable damages, rent, attorney and collection fees, court costs, attorney's fees upon appeal of any judgment or ruling, and other costs and expenses incurred by the City by reason of the Lessee's failure to comply. No re-entry and taking of possession of the Facility by the City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Lessee by City. Notwithstanding any re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.



Section 32. Non-Release of Obligations upon Termination. No termination, default, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, forfeiture or cancellation, nor shall termination, default, forfeiture or cancellation release Lessee from its obligation and liability as described in Section 4 herein to remove its facilities and equipment and restore the Facility to its original condition ordinary wear and tear and damage from casualty excepted.

Section 33. City's Removal of Lessee's Property. In the event that this Lease is revoked, forfeited, or otherwise terminated and Lessee fails to remove its improvements from the leased premises within ninety (90) days thereafter, the City shall have the right, but not the obligation, after giving thirty (30) days notice to Lessee, to remove therefrom all of Lessee's property, and may store the same in any place selected by the City, including, but not limited to, a public warehouse at the expense and risk of Lessee. If the City removes Lessee's property as provided under this Section, it shall immediately provide Lessee written notice of such removal, and notice of Lessee's right to redeem the property after payment of any sums due the City, including the City's costs of removal and storage. If within thirty (30) days of such written notice Lessee does not redeem the property, the City shall have the right to sell such stored property. If such property is sold as provided herein, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to the City under any terms hereof. The balance, if any, shall be paid to Lessee.

Section 34. Fire and Other Casualty. In the event the Facility is destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable by Lessee in whole or in a substantial part, Lessee shall have the option to terminate the Lease immediately without further liability for rents due hereunder. If Lessee chooses to terminate this Lease as provided in this Section, Lessee shall be entitled to a refund of any prepaid rent for the applicable Lease term, less the portion of the rent, prorated on a daily basis, that represents the amount of the term that has expired prior to termination of the Lease by Lessee. The City shall have no obligation to repair any damage to any portion of the Facility.

Section 35. Condemnation. In the event of the taking of the Facility by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed cancelled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Facility. However, Lessee shall have the right to pursue its own separate award from the condemning authority.

Section 36. Modification, Waiver. No waiver, alteration, amendment or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of both parties. Notwithstanding anything herein to the contrary, it is agreed that amendments to this Lease may be approved and executed by the Mayor on behalf of the City.

Section 37. Assignment. This Lease shall run with the property and shall be binding on and

inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns. Lessee will not assign or transfer this Lease or sublet all or any portion of the leased premises without the prior written consent from the City, which consent will not be unreasonably be withheld, delayed, or conditioned; provided, however, City may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under the Lease. The terms and conditions of this Lease shall be binding on any sublessee or assignee. In the event of a sublease, the City shall be entitled to forty percent (40%) of any revenue received by Lessee from any sublessee ("Sublessee Rent") which shall be payable to the City within thirty (30) days after receipt by the Lessee. This Sublessee Rent is in addition to the Annual rent paid by the Lessee to the City. Notwithstanding the foregoing, Lessee may assign or sublet, without the City's prior written consent, to any party controlling, controlled by or under common control with Lessee or to any party which acquires substantially all of the stock or assets of Lessee.

Section 38. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

Section 39. Cancellation of Prior Leases and Agreements. This Lease supersedes all previous leases and agreements between the parties with respect to the subject matter hereof, and any such agreements are hereby cancelled.

Section 40. Notice. Any notice or information required or permitted to be given to the parties under this Lease may be sent to the below found addresses, unless otherwise specified. If notice is required to be in writing, the notice will be effective on the earlier of personal delivery, or five (5) days after being mailed, postage prepaid, to the following, unless otherwise specified in here:

If to the City:

City of Redmond  
Real Property – Finance Dept. MS 3NFN  
PO Box 97010  
15670 NE 85th Street  
Redmond, WA 98073-9710

If to Lessee:

DISH Wireless L.L.C.  
Attn: Lease Admin  
5701 S. Sante Fe Dr.  
Littleton, CO 80120

With a copy to:

DISH Network  
Attn: Wireless Legal Dept.  
9601 S. Meridian Blvd.  
Englewood, CO 80112

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Section 41. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge reasonable for attorneys' fees, costs, expenses, and attorney's fees upon appeal of any judgment or ruling.

Section 42. Restoration of Property. Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of its Telecommunications Facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear and damage from casualty excepted. The Public Works Director or the Parks Director or their respective designee shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accord with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

Section 43. Non-Severability. Each term and condition of this Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Lease are not severable. If any section, sentence, clause or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Lease shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 44. Merger. Except for the terms and conditions of applicable and future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

Section 45. Hazardous Substances. The City represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the leased premises that is

identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the leased premises in violation of any applicable law or regulation, nor shall Lessee allow any of its agents, contractors or any other person under its control to do the same.

Lessee will be solely responsible for and will defend, indemnify, and hold the City, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The City will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the removal, cleanup, or restoration of the property associated with the City's use of Hazardous Substances.

#### Section 46. Miscellaneous.

A. City and Lessee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Lease.

B. This Lease shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

D. Where the context so requires, the singular shall include the plural and the plural includes the singular.

E. If the methods of taxation in effect at the commencement date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on equipment, there is imposed a tax upon or against the rentals payable by Lessee to City, Lessee shall also pay those amounts.

F. Lessee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Lessee from any person or entity.

G. This Lease may be enforced at both law and equity.

H. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original. Signed, scanned and emailed copy and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

I. There are no third-party beneficiaries to this Lease.

J. All exhibits annexed hereto form material parts of this Lease.

K. Lessee acknowledges that it, and not the City, shall be responsible for the Premises and Lessee's Equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Lessee shall indemnify and hold the City harmless from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Should the Lessee or the City be cited by either the FCC or FAA because Lessee's Equipment is not in compliance, and should Lessee fail to cure the conditions or noncompliance within the timeframe allowed by the citing agency, and fails to cure within thirty (30) days after receipt of written notice, then the City may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee's expense.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Lease is executed as of the latest date it is fully executed by both parties.

**CITY OF REDMOND,**  
a Washington municipal corporation

By: \_\_\_\_\_

Angela Birney, Mayor

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

**DISH Wireless, L.L.C.,**  
a Colorado limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

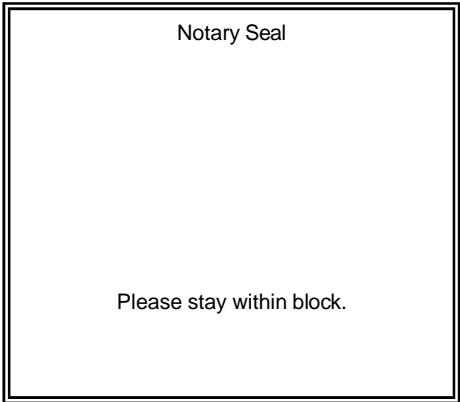
Title: \_\_\_\_\_

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

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                        )

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

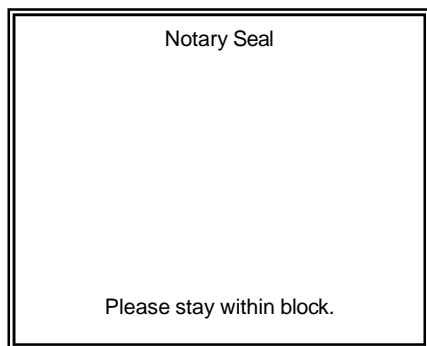


Notary Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Washington  
Residing In: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



Notary Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

Residing In: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES**  
*(Legal Description of Facility)*

King County Parcel Number: 7202250270

Parcel “W-1” Water Tank site of Redmond Ridge Master Plat, according to plat recorded in Volume 191 of Plats of pages 61 through 80, inclusive, under Recording No. 19991005000688 in King County, Washington.

**EXHIBIT B**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE**

*(Written description of Lessee's Telecommunications Facilities)*

**REDMOND RIDGE-NOVELTY HILL WATER TOWER**  
**SESEA00495**

	Sq Ft.	Quantity	Total (Sq Ft.)
<b>Water Tower</b>			
Antenna/RRU Areas	36.75	3	110.25
Hybrid Cable(all runs)	58.5	1	58.5
<b>Ground Lease Area 21'.4" x 10'.5"</b>	222		222
1 Cabinet and 1 H-frame		1	
<b>TOTAL</b>			<b>390.75</b>

**EXHIBIT C**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES**

*(Illustrated Site Plan of Lessee's Telecommunications Facilities from pages T-1, A-1, A-2, A-3, and A-5 of the Lessee's approved construction plans set dated 7/27/22)*

**ATTACHMENT C**

**FACILITIES LEASE FOR  
TELECOMMUNICATIONS FACILITIES**

THIS LEASE is entered into as of the \_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between the **City of Redmond** ("City"), Washington, and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Lessee"), pursuant to Chapter 12.14 of the Redmond Municipal Code ("RMC") and for the mutual benefits to be derived. The parties hereby agree as follows:

Section 1. Location of Facilities. Lessee is hereby authorized to install the equipment described in its Facilities Lease Application ("Lessee's Equipment") on and adjacent to a portion of the **SERT (Southeast Redmond Water Storage Tank)** ("Facility"), as further described in **Exhibit C**, which is attached and incorporated by this reference, for the purposes of providing a wireless communications system. The location of said Facility is **18609 NE 65TH St., Redmond, WA 98052**. Such location ("Property") is more particularly described in **Exhibit A**, which is attached and incorporated herein by this reference. This Lease does not grant Lessee the right to install a monopole on the Property.

Section 2. Authority Granted. In addition to Lessee's Equipment, Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the City. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee's Equipment and supporting improvements (collectively the "Lessee's Telecommunications Facilities"), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B**, and as illustrated by the site plan in **Exhibit C**, both of which exhibits are attached hereto and hereby incorporated in full by this reference. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Lessee's Telecommunications Facilities shall be permitted without Lessee first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld, conditioned, or delayed. Lessee may have up to 12 antennas and will be charged additional rent if the number of antennas exceed 12 in any such amendment. No rent will be charged for additional Lessee Equipment as long as it is contained within the fenced area of the ground lease.

Section 3. Rights Granted. Nothing contained within this Lease shall infringe upon the City's right to use the Facility upon which Lessee's Telecommunication Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any right, privilege, title, or interest in the Facility to Lessee. This Lease merely authorizes Lessee to use and occupy that portion of the Facility, as described in **Exhibit C (the "Premises")**, for the limited purposes stated herein. This Lease shall not be deemed to constitute any warranty of title.

Section 4. Installation and Removal of Lessee's Improvements. All improvements installed by Lessee, excluding Lessee's Equipment, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of the Lease if not removed by Lessee after ninety (90) days after expiration of this Lease and Lessee shall within thirty (30) days of written request, execute any documents to further confirm conveyance of title if so requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense within ninety (90) days after the termination or expiration of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice from the City to Lessee of the requirement of removal. During installation and removal of Lessee's Telecommunication Facilities, Lessee shall comply with RMC Section 6.36. Prior to the commencement of installation or removal construction, Lessee shall obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval should not be unreasonably withheld or delayed.

Section 5. Access. Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the City's property adjacent to the Facility; provided however, that such right will not in any manner interfere with the City's use of the Facility or adjacent property, and this right of ingress and egress shall terminate concurrently ninety (90) days after the termination or expiration of this Lease. However, except in the event of emergency as specified in Section 7, Lessee shall give three (3) days advance written notice to the City prior to commencement of any maintenance or repair of its Telecommunications Facilities located upon the Facility. Provided further, that access to a secured site shall be coordinated at least 72 hours in advance through the Public Works Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has limited or restricted access imposed by the City.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the Facility site.

Section 6. City Work. If at any time the City determines that the Facility must be entered to perform work and the work to be performed is in an area near or adjacent to Lessee's Equipment, upon request by the City the Lessee shall shut down Lessee's Equipment that is in close proximity to the City's work for the duration that personnel will be performing work near or adjacent to Lessee's Equipment. City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shutdown request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for Lessee's Equipment, and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

Section 7. Emergency Work. In the event of any emergency at the Facility, the City shall have the right to turn off the Lessee's Equipment without prior notification. Lessee shall ensure that any switches for turning off the Lessee's Equipment are properly labeled, include an emergency contact phone number, and are readily accessible to the City. The City will endeavor to notify the Lessee as soon as possible of any emergency that requires the City to turn off Lessee's Equipment.

In the event of any emergency in which any of Lessee's Telecommunications Facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

Section 8. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation, or excavation of Lessee's Telecommunications Facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Public Works Director or Parks Director or their respective designee may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease for so long as Lessee's Telecommunication Facilities are on the Facility.

Section 9. Consideration. The Annual Rental Fee ("Annual Rent") for the Facility shall be **Thirty-Six Thousand Two Hundred Fifty-Two and no/100 dollars (\$36,252.00)** per year if Lessee executes this Lease within the calendar year 2022 except as modified below. If Lessee executes this Lease within the calendar year 2023, the first year's Annual Rent shall be **Thirty-Seven Thousand Seven Hundred Two and no/100 Dollars (\$37,702.00)** except as modified below.

9.1 In the first year of this Lease, Annual Rent shall be paid in full within thirty (30) days after the Commencement Date of the Lease. Annual Rent for each year after the first shall be paid in full each year within thirty (30) days of the anniversary of the Commencement Date of the Lease. The Commencement Date will be the first day of the month following sixty (60) days after the City issues the building permit for the installation of Lessee's Facilities at the Premises. Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of 5% per month or the highest rate permitted by law; provided, however, the City agrees to provide written

notice to Lessee before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice.

9.2 After the first year, the Annual Rent shall be increased by **four percent (4%)**.

9.3 Should Lessee request to renegotiate the financial terms of the Lease prior to the Commencement Date of the fourth renewal term, Lessee shall pay City a renegotiation fee equal to three months of the then current Annual Rent. The provisions shall not apply should Lessee request to increase rent due to the increase in square footage or a change in the usage of the Premises by Lessee.

Section 10. Licenses, Fees, and Taxes. Prior to constructing any improvements upon the Facility, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Facility by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and RMC Chapter 3.34, unless documentation of exemption is provided to City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on Lessee's Equipment provided that such taxes and fees are consistently applied to other similar tenants and uses.

Section 11. Reimbursement of City Expenses. Lessee shall be subject to all review, inspection, supervision and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City. Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease with Lessee including but not limited to attorneys, consultants, City Staff and the City Attorney's Office that exceed the lease application fee, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably related to the preparation of this Lease.

11.1 In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by Lessee's Telecommunications Facilities.

11.2 Lessee shall, within thirty (30) days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work. Furthermore, Lessee's proportionate share of such costs assessed pursuant to this Section 11.2 shall not exceed fifteen thousand dollars (\$15,000.00) unless

the City demonstrates the actual expenses exceed fifteen thousand dollars (\$15,000.00).

11.3 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement pursuant to this Section 11. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes.

11.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

Section 12. Utilities. Lessee shall provide its own utility services, either by agreement between Lessee and existing user or users, or by obtaining a separate meter for electricity or other utilities to be placed in Lessee's name.

12.1 The City agrees to grant Lessee a utility easement on the Property to serve Lessee's Telecommunication Facilities, if such an easement is necessary. However, the location of any such utility easement shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, conditioned, or delayed.

12.2 Any expansion, relocation, or change of a utility service provider serving Lessee's Telecommunication Equipment shall require review, approval and written consent of the City. Written consent may be in the form of an amendment to this Lease, establishment of an easement(s), and/or permission by license or permit, for use of the Facility, if not anticipated by this Lease. Approval by the City of an amendment, permission, license or permit should not be unreasonably withheld, conditioned, or delayed.

Section 13. Term. The rights granted under this Lease shall have a term of five (5) years commencing on the Commencement Date. The term shall automatically be extended for up to two (2) additional consecutive terms of five (5) years each (each a "Renewal Term") unless Lessee delivers written notice to the City at least one hundred twenty (120) days prior to the expiration of the then current term that Lessee is not renewing the Lease.

Section 14. Additional Renewal. After the second Renewal Term, unless the City gives written notice to Lessee that a renewal application will be required, or that the Lease will not be renewed or extended by the City, such notice being received at least one hundred twenty (120) days prior to the end of the Lease's current term, Lessee shall have the right to extend this Lease for additional five-



year terms, the additional successive renewal terms shall be deemed to have occurred automatically without action by either party. If, at least one hundred twenty (120) days prior to the expiration of the Second Renewal Term, the City gives written notice to Lessee that a renewal application will be required, if Lessee desires to renew the Lease, then Lessee shall file an application for renewal at least thirty (30) days before expiration of this Lease. The renewal application shall include the following:

- A. The information required pursuant to RMC Section 12.14.300;
  - B. Any information required pursuant to this Lease;
  - C. All deposits or charges required pursuant to RMC Chapter 12.14; and
  - D. The renewal fee required for filing a telecommunications lease application to recover City costs.
- E. Recognizing that the City is under no obligation to grant a renewal of this Lease, the City shall consider and take action on renewal applications within one hundred twenty (120) days after receiving a complete application. When such action is taken the City shall issue a written determination denying, granting, or granting with conditions that are reasonably necessary to ensure compliance with RMC Chapter 12.14 or any other such criteria as the City Council may choose to apply. This Lease may not be renewed by the City if there has been an uncured breach of the Lease during the preceding term and shall not be renewed until any ongoing violations or defaults in the Lessee's performance of this Lease or of the requirements of RMC Chapter 12.14 and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by the Lessee has been approved by the City.

Section 15. Joint Users. All of Lessee's Telecommunication Facilities shall, to the extent technology and space permits, be available for joint use by existing or future users of the site, including the City. The City shall have the authority to permit the same without a change to Lessee's compensation. Said use shall not prevent Lessee from using Lessee's Equipment, nor cause interference with Lessee's transmission and signals. The City will provide Lessee with at least thirty (30) days' prior written notice of a new joint user.

Section 16. Business Purpose. Lessee shall conduct and carry on in the Facility only the business for which the Facility is leased and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no stock of goods will be carried, or anything done in or about the Facility which will increase the present rate of insurance.

Section 17. Alterations. As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, modification or improvements to said Facility without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to City a written request for any change and any supplemental materials as may be requested for City's evaluation and approval. City shall have sixty (60) days after receipt of all requested materials

in which to respond to such request and unless City so notifies Lessee to the contrary such approvals shall be deemed granted.

Section 18. Lights, Signs and Symbols. All lights, signs or symbols placed on the Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned or delayed. In the event Lessee shall place lights, signs or symbols on the Facility in locations which were not approved by the City during the plan review, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of 72 hours after receipt of written notice will constitute a breach of this Lease, thereby entitling the City to remove the lights, signs or symbols and seek reimbursement from Lessee pursuant to Section 11 above. Any lights, signs or symbols placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same within 90 days after the termination or expiration of this Lease and repair any resulting damage or injury to the Facility. If such lights, signs or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

Section 19. Compliance with All Applicable Laws. Lessee agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations in connection with its construction on the Facility or Property, its use of the Facility or Property, and in performing any and all work upon the Facility or Property. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence or misconduct, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Facility and Lessee's Telecommunication Facilities in a safe condition, in good repair and in a manner suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion and A/C power failure on the Facility. Additionally, Lessee shall keep the Facility and Property free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

Section 20. Permits and Licenses. This Lease is contingent upon Lessee's obtaining all required governmental permits, licenses and approvals to locate on the Facility and offer Lessee's proposed services. Lessee shall not commence construction of any of Lessee's Telecommunication Facilities until commencement of this Lease and issuance of all necessary governmental permits, licenses and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Facility in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Facility, or the premises and City shall not be liable for any latent or patent defect in the Facility or the premises.

Section 21. Cancellation. In the event that Lessee determines that the Facility is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days written notice to the City, unless a different notice period is specified elsewhere in this Lease. In such event, no prepaid rent shall be refundable and Lessee's rights and obligations, except for restoration, as specified in Section 42, indemnification, as specified in Section 25, and maintenance of insurance, as specified in Section 24, and removal of all liens and encumbrances as specified in Section 19 shall cease.

Section 22. Interference. The City may have previously entered into leases with other lessees ("senior lessees") to lease space on the Facility for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Facility for the purposes of transmitting and receiving telecommunication signals from the Facility. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Facility which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the Effective Date of this Lease interfere with Lessee's use of the Facility, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days' notice to City, terminate this Lease and restore the Facility and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 21 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition on City equipment. The City has the right to grant rights for use of other telecommunications facilities on the Facility and the City agrees that it will use reasonable efforts to protect Lessee from interference from subsequent users of the Facility through appropriate lease terms. If any subsequent users of the Facility cause Lessee's equipment to suffer from interference for a period more than seventy-two (72) hours following written notification thereof, City shall cause any interfering party to relocate their equipment so that it no longer causes interference. The parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section, and therefore either party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

Section 23. Relocation of Lessee's Telecommunication Facilities. Within ninety (90) days following written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of Lessee's Telecommunications Facilities upon the Property whenever the Public Works Director or Parks Director or their respective designee shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, alteration, repair, maintenance, installation, or improvement for the operations of the City or other governmental entity in or upon the Property. Any removal, relocation, change or alternations shall be at the Lessee's own expense. When such a notice is given by the City, the City shall grant a lease amendment without further application; provided, however that a fee for the review and approval of the alternative location and/or relocation back to the Facility shall be assessed to, and paid by, the Lessee. In the event that a suitable

alternative location for Lessee's Telecommunications Facilities cannot be located, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the City, and shall be entitled to a pro rata refund of all pre-paid rent and subject to complying with Section 21 and the Sections referenced therein. Notwithstanding the foregoing, City agrees that relocation or temporary removal shall not be required more than one (1) time during any five (5) year period unless required in the event of an emergency.

Section 24. Insurance. Lessee shall procure and maintain for so long as Lessee has its Telecommunication Facilities on the Property, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives or employees. Lessee shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A:XII, together with an endorsement copy listing the City, its officers, elected and appointed officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

A. Commercial general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:

- (1) \$2,000,000.00 for bodily injury or death to each person;
- (2) \$2,000,000.00 for property damage resulting from any one accident; and
- (3) \$2,000,000.00 for all other types of liability

B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000.00 for each person and \$2,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; and

D. Comprehensive Form premises-operations, explosions and collapse hazard, and products completed hazard with limits of not less than \$2,000,000.00.

E. Umbrella or excess liability insurance in the amount of \$10,000,000.00.

F. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and such other period of time during which Lessee is operating without a Facilities Lease, or is engaged in the removal of its Telecommunications Facilities. Failure to maintain

such insurance shall be grounds for Lease cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Lessee's maintenance of insurance policies required by this Lease shall not be construed to excuse unfaithful performance by Grantee.

F. In addition to the coverage requirements set forth in this Section, Lessee must notify the City of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

#### Section 25. Indemnification and Waiver.

A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. For of which the negligent acts or omissions of Lessee, its agents, servants, officers or employees in performing the activities authorized by this Lease are the proximate cause;
2. By virtue of Lessee's exercise of the rights granted herein;
3. By virtue of the City's permitting Lessee's use of the City's public ways or other public property;
4. Based upon the City's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease;
5. Arising as a result of the negligent acts or omissions of Lessee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other

public place in performance of work or services permitted under this Lease; and

6. Based upon radio frequency emissions or radiation emitted from Lessee's equipment located upon the Facility, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

B. Lessee's indemnification obligations pursuant to Subsection A of this Section shall include assuming potential liability for actions brought against the City by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors even though Lessee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Lessee's exercise of the rights set forth in this Lease. The obligations of Lessee under this Subsection B have been mutually negotiated by the parties hereto, and Lessee acknowledges that the City would not enter into this Lease without Lessee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Lessee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Inspection or acceptance by the City of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Lessee's operations hereunder, Lessee shall, at Lessee's sole cost and expense, resist and defend the same provided, however, that Lessee shall not admit liability in any such matter on behalf of the City without the written consent of the City. Nothing herein shall be deemed to prevent City from cooperating with Lessee and participating in the defense of any litigation with City's own counsel. Lessee shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by the City Attorney's office, and the actual expenses of City's agents, employees, consultants and expert witnesses and disbursements and liabilities incurred by City in connection with such suits, actions or proceedings. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.

E. The obligations of Lessee under the indemnification provisions of this Section shall apply

regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Lessee to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence or misconduct of the City or its employees, contractors, agents, tenants, representatives or invitees. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Lessee's obligation to indemnify the City hereunder shall extend only to the extent of Lessee's negligence.

F. Notwithstanding any other provisions of this Section, Lessee assumes the risk of damage to its Telecommunications Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, any willful or malicious action on the part of the City, its officers, agents, employees, representatives, or contractors. Lessee releases and waives any and all such claims against the City, its officers, agents, employees and contractors. Lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Lessee's facilities as the result of any interruption of service due to damage or destruction of Lessee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.

G. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

Section 26. Covenant Not to Bring Suit. The rents, fees and other in-kind compensation, if any, provided for in this Lease are a result of mutual negotiations between the parties. Lessee acknowledges and covenants not to bring suit with respect to the amount of said rents, fees or in-kind compensation seeking to recover all or any portion of the same, and hereby waives any and all such claims against the City and its elected or appointed officials and releases the City and its elected or appointed officials from any and all claims solely related to payment of rents, fees and/or in-kind services provided for under this Lease.

Section 27. Restoration Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall furnish a performance bond written by a corporate surety acceptable to the City equal to at least 150% of the estimated cost of completing or removing Lessee's Telecommunications Facilities and other improvements and restoring the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements and shall warrant all such restoration work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of Lessee's

Telecommunications Facilities which are partially completed and/or non-conforming and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

Section 28. Security Fund. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall establish a permanent security fund in the amount of **Fifty Thousand Dollars (\$50,000)** with the City to guarantee the full and complete performance of the requirements of this Lease, the requirements of RMC Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, the City shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond, in the amount of **Fifty Thousand Dollars (\$50,000)** to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

Section 29. Incorporation of RMC Chapter 12.14. RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Lease conflicts with the provisions of RMC Chapter 12.14, the provisions of this Lease shall prevail.

Section 30. Holdover. Within ninety (90) days after this Lease expires, or is revoked or terminated for any cause, Lessee shall remove Lessee's Telecommunication Facilities from the Facility and Property. If Lessee shall, with the written consent of the City, holdover after the expiration of the term of this Lease, the holdover tenancy shall be on a month-to-month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, Lessee agrees to pay the City the annual rate of rental, prorated on a monthly basis, and further agrees to be bound by all of the terms, covenants, agreements and conditions as herein specified, so far as applicable.

Section 31. Revocation, Forfeiture, and Termination. The rights granted under this Lease may be revoked or forfeited as provided in RMC Section 12.14.690 as said Section presently exists or is hereafter amended if Lessee fails to cure the breach within thirty (30) days after receipt of written notice from City and such time period will be extended so long as Lessee commences to cure the default and diligently pursues to completion. Provided that the City may elect in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Lessee to comply with the provisions of this Lease and to recover reasonable damages, rent, attorney and collection fees, court costs, attorney's fees upon appeal of any judgment or ruling, and other costs and expenses incurred by the City by reason of the Lessee's failure to comply. No re-entry and taking of possession of the Facility by the City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Lessee by City. Notwithstanding any re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.



Section 32. Non-Release of Obligations upon Termination. No termination, default, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, forfeiture or cancellation, nor shall termination, default, forfeiture or cancellation release Lessee from its obligation and liability as described in Section 4 herein to remove its facilities and equipment and restore the Facility to its original condition ordinary wear and tear and damage from casualty excepted.

Section 33. City's Removal of Lessee's Property. In the event that this Lease is revoked, forfeited, or otherwise terminated and Lessee fails to remove its improvements from the leased premises within ninety (90) days thereafter, the City shall have the right, but not the obligation, after giving thirty (30) days notice to Lessee, to remove therefrom all of Lessee's property, and may store the same in any place selected by the City, including, but not limited to, a public warehouse at the expense and risk of Lessee. If the City removes Lessee's property as provided under this Section, it shall immediately provide Lessee written notice of such removal, and notice of Lessee's right to redeem the property after payment of any sums due the City, including the City's costs of removal and storage. If within thirty (30) days of such written notice Lessee does not redeem the property, the City shall have the right to sell such stored property. If such property is sold as provided herein, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to the City under any terms hereof. The balance, if any, shall be paid to Lessee.

Section 34. Fire and Other Casualty. In the event the Facility is destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable by Lessee in whole or in a substantial part, Lessee shall have the option to terminate the Lease immediately without further liability for rents due hereunder. If Lessee chooses to terminate this Lease as provided in this Section, Lessee shall be entitled to a refund of any prepaid rent for the applicable Lease term, less the portion of the rent, prorated on a daily basis, that represents the amount of the term that has expired prior to termination of the Lease by Lessee. The City shall have no obligation to repair any damage to any portion of the Facility.

Section 35. Condemnation. In the event of the taking of the Facility by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed cancelled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Facility. However, Lessee shall have the right to pursue its own separate award from the condemning authority.

Section 36. Modification, Waiver. No waiver, alteration, amendment or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of both parties. Notwithstanding anything herein to the contrary, it is agreed that amendments to this Lease may be approved and executed by the Mayor on behalf of the City.

Section 37. Assignment. This Lease shall run with the property and shall be binding on and

inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns. Lessee will not assign or transfer this Lease or sublet all or any portion of the leased premises without the prior written consent from the City, which consent will not be unreasonably withheld, delayed, or conditioned; provided, however, City may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under the Lease. The terms and conditions of this Lease shall be binding on any sublessee or assignee. In the event of a sublease, the City shall be entitled to forty percent (40%) of any revenue received by Lessee from any sublessee ("Sublessee Rent") which shall be payable to the City within thirty (30) days after receipt by the Lessee. This Sublessee Rent is in addition to the Annual rent paid by the Lessee to the City. Notwithstanding the foregoing, Lessee may assign or sublet, without the City's prior written consent, to any party controlling, controlled by or under common control with Lessee or to any party which acquires substantially all of the stock or assets of Lessee.

Section 38. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

Section 39. Cancellation of Prior Leases and Agreements. This Lease supersedes all previous leases and agreements between the parties with respect to the subject matter hereof, and any such agreements are hereby cancelled.

Section 40. Notice. Any notice or information required or permitted to be given to the parties under this Lease may be sent to the below found addresses, unless otherwise specified. If notice is required to be in writing, the notice will be effective on the earlier of personal delivery, or five (5) days after being mailed, postage prepaid, to the following, unless otherwise specified in here:

If to the City:

City of Redmond  
Real Property – Finance Dept. MS 3NFN  
PO Box 97010  
15670 NE 85th Street  
Redmond, WA 98073-9710

If to Lessee:

DISH Wireless L.L.C.  
Attn: Lease Admin  
5701 S. Sante Fe Dr.  
Littleton, CO 80120

With a copy to:

DISH Network  
Attn: Wireless Legal Dept.  
9601 S. Meridian Blvd.  
Englewood, CO 80112

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Section 41. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge reasonable for attorneys' fees, costs, expenses, and attorney's fees upon appeal of any judgment or ruling.

Section 42. Restoration of Property. Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of its Telecommunications Facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear and damage from casualty excepted. The Public Works Director or the Parks Director or their respective designee shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accord with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

Section 43. Non-Severability. Each term and condition of this Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Lease are not severable. If any section, sentence, clause or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Lease shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 44. Merger. Except for the terms and conditions of applicable and future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

Section 45. Hazardous Substances. The City represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the leased premises that is

identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the leased premises in violation of any applicable law or regulation, nor shall Lessee allow any of its agents, contractors or any other person under its control to do the same.

Lessee will be solely responsible for and will defend, indemnify, and hold the City, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The City will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the removal, cleanup, or restoration of the property associated with the City's use of Hazardous Substances.

#### Section 46. Miscellaneous.

A. City and Lessee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Lease.

B. This Lease shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

D. Where the context so requires, the singular shall include the plural and the plural includes the singular.

E. If the methods of taxation in effect at the commencement date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on equipment, there is imposed a tax upon or against the rentals payable by Lessee to City, Lessee shall also pay those amounts.

F. Lessee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Lessee from any person or entity.

G. This Lease may be enforced at both law and equity.

H. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original. Signed, scanned and emailed copy and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

I. There are no third-party beneficiaries to this Lease.

J. All exhibits annexed hereto form material parts of this Lease.

K. Lessee acknowledges that it, and not the City, shall be responsible for the Premises and Lessee's Equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Lessee shall indemnify and hold the City harmless from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Should the Lessee or the City be cited by either the FCC or FAA because Lessee's Equipment is not in compliance, and should Lessee fail to cure the conditions or noncompliance within the timeframe allowed by the citing agency, and fails to cure within thirty (30) days after receipt of written notice, then the City may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee's expense.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Lease is executed as of the latest date it is fully executed by both parties.

**CITY OF REDMOND,**  
a Washington municipal corporation

By: \_\_\_\_\_

Angela Birney, Mayor

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

**DISH Wireless, L.L.C.,**  
a Colorado limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

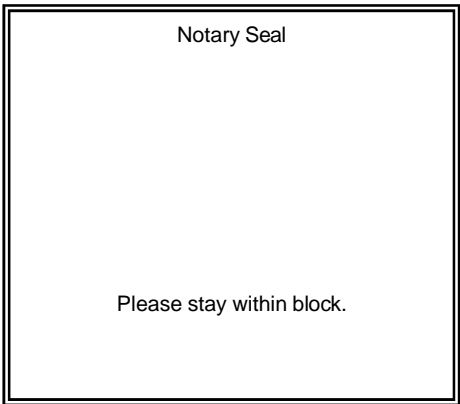
Title: \_\_\_\_\_

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

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

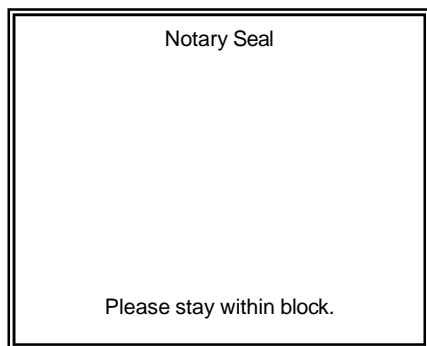


Notary Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Washington  
Residing In: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



Notary Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

Residing In: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES**

*(Legal Description of Facility)*

A parcel of land lying within the southwest quarter of Section 7, Township 25 North, Range 6 East, Willamette Meridian, lying within King County, Washington and being more particularly described as follows:

Beginning at the southwest corner of the Cadman Gravel Company Binding Site Plan as recorded under Volume 130 of Plats, Pages 97-100, records of King County, thence North  $00^{\circ}17'43''$  East, 167.03 feet, to the southerly right-of-way line of James Campbell Road, as surveyed under survey No. 2712, Volume 396A, records of King County; thence South  $89^{\circ}14'17''$  East, 49.12 feet, along said right-of-way line, to a point of curvature; thence along said curve, having a radius length of 316.48 feet, a central angle of  $31^{\circ}06'38''$  to the left, an arc distance of 171.84 feet; thence leaving said southerly right-of-way line South  $00^{\circ}17'43''$  West, 45.52 feet, thence continuing South  $00^{\circ}17'43''$  West, 167.07 feet, to the south line of said Binding Site Plan; thence North  $89^{\circ}13'43''$  West, 213.01 feet, along the south line to the Point of Beginning.

Together with:

A parcel of land lying within the southeast quarter of the southwest quarter of Section 7, Township 25 North, Range 6 East, Willamette Meridian, lying within King County, Washington and being more particularly described as follows:

Beginning at the southwest corner of the Cadman Gravel Company Binding Site Plan as recorded under Volume 130 of Plats, Pages 97 through 100, inclusive, in King County, Washington; thence North  $89^{\circ}13'44''$  West, 3.36 feet, along the south line of the north 200 feet of the east half of the southeast quarter of the southwest quarter of the said Section 7 to the west line of said subdivision point being the southwest corner of a tract of land conveyed to Redmond Sportman Association, Inc. by deed recorded under Recording No. 2647686; thence North  $00^{\circ}25'53''$  East, 167.03 feet, along said west line as shown under Record of Survey filed under Volume 74, Page 49, of said records of King County, to the southerly right of way line of James Campbell Road, as surveyed under Survey No. 2712, Volume 396A, records of King County; thence South  $89^{\circ}14'17''$  East, 2.96 feet, along said southerly right of way line to the west line of said Cadman Gravel Company Binding Site Plan; thence South  $00^{\circ}17'43''$  West, 167.03 feet, along said west line to the point of Beginning.

**EXHIBIT B**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE**

*(Written description of Lessee's Telecommunications Facilities)*

**SE REDMOND WATER TOWER SESEA00124A**

	<b>Sq Ft.</b>	<b>Quantity</b>	<b>Total (Sq Ft.)</b>
<b>Water Tower</b>			
Antenna/RRU Areas	36.75	3	110.25
Hybrid Cable(all runs)	58.5	1	58.5
<b>Ground Lease Area 16'5" x 16'5"</b>	270		270
1 Cabinet and 1 H-frame		1	0
<b>TOTAL</b>			<b>438.75</b>

**EXHIBIT C**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES**

*(Illustrated Site Plan of Lessee's Telecommunications Facilities from pages T-1, A-1, A-2, A-3, and A-5 of the Lessee's approved construction plans set dated 7/27/22)*



## Memorandum

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-499

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Finance	Chip Corder	425-556-2189
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**DEPARTMENT STAFF:**

Click and select a department from the list.	Enter staff name.	Enter staff title.
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**TITLE:**

2023-2024 Budget Process Update

**OVERVIEW STATEMENT:**

During the week of July 18<sup>th</sup>, the Directors Team reviewed and approved the following related to the 2023-2024 preliminary budget:

- Ongoing service reductions, which were required to balance the General Fund “baseline” budget;
- One-time service enhancements, which were funded by one-time resources (e.g., projected General Fund surplus from the 2021-2022 biennium);
- Ongoing service enhancements, which were funded by additional ongoing service reductions or fees; and
- Specific plan to fully spend ARPA monies in 2023-2024.

The Directors Team’s decisions were guided by the work of the Civic and Staff Results Teams, the Mayor’s vision, the 2011 Comprehensive Plan vision, the Community Strategic Plan, the Council’s 2022 retreat priorities, and other criteria noted below under “Other Key Facts.”

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

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Mayor’s Vision, 2011 Comprehensive Plan Vision, and Community Strategic Plan
- **Required:**  
N/A

- **Council Request:**

Council's 2022 retreat priorities

- **Other Key Facts:**

*Other Budget Decision-Making Criteria*

1. Take the long-term view on budget decisions, avoiding temporary stop-gap measures, where possible.
2. Strive to make data-driven decisions.
3. Consider the costs/benefits of department proposals.
4. Take care of what we have by focusing on maintenance/replacement/rehabilitation.
5. Transition from construction of light rail to maintenance/security of Redmond's portion of a new transit system.
6. Look to the citywide recovery plan.
7. Be thoughtful about succession planning/development of employees.
8. Leverage grant funds, where possible.

### **OUTCOMES:**

In March 2022, a 3-4% deficit was projected in the 2023-2024 General Fund forecast. Staff was able to reduce the projected deficit to 0.5%, or \$1.24 million, when the 2023-2024 "baseline" budget was developed. The key revenue actions taken to accomplish this include the following:

- Increased construction sales tax budgeted as ongoing from \$2.68 million in 2021-2022 to \$13.26 million in 2023-2024, which represents approximately 35% of total sales tax revenue;
- Funded \$3.0 million transfer for capital equipment replacement with one-time resources; and
- Funded \$1.78 million for body-worn camera program costs with one-time resources (this will change if the public safety levy is approved by voters in November).

Note that the approval of the public safety levy is not assumed in the 2023-2024 preliminary budget.

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

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

The Civic Results Team, which consisted of nine community members, met four times via Zoom in June and July. The Staff Results Team, which consisted of deputy and assistant directors from every department, met a number of times in person in June and July.

- **Outreach Methods and Results:**

The Civic Results Team was charged with scoring the proposed service reductions by the departments. This is all that could be accomplished in four meetings. The Staff Results Team was charged with scoring the proposed service reductions, one-time service enhancements, and ongoing service enhancements by the departments.

- **Feedback Summary:**

The work of both Results Teams was heavily relied on by the Directors Team.

### **BUDGET IMPACT:**

**Total Cost:**

N/A

Date: 8/9/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-499

Type: Committee Memo

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

*If yes, explain:*

Examples: software with a yearly cost, revenue generating, match requirements, etc. - if none, enter N/A.

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

Time Constraints:

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

List attachments as Attachment A: ..., Attachment B: ..., etc.



## Memorandum

**Date:** 8/9/2022

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 22-473

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Planning Manager
Planning and Community Development	Glenn B. Coil	Senior Planner

**TITLE:**

Planning Commission: Municipal Code and Rules of Procedure revisions

- a. Ordinance No. XXXX - An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code Chapter 4.43, Planning Commission, to update and clarify Authority and Duties, Composition, and Term of Office.
- b. Resolution No. XXXX - A Resolution of the City Council of the City of Redmond, Washington, approving updated rules of procedure for the Planning Commission.

**OVERVIEW STATEMENT:**

Planning Commission and City staff recommend the following updates:

- Amendments to RMC 4.43, Planning Commission, to provide clarity and remove outdated provisions, specifically in sections:
  - RMC 4.43.020, Authority and Duties
  - RMC 4.43.030, Composition
  - RMC 4.43.060, Term of Office
- Approval of updated Planning Commission Rules of Procedure, to clarify and update rules regarding the Planning Commission's organization, meetings, and quorum and voting practices, as well as update outdated terminology.

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

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RMC 4.43.090 requires the Planning Commission to adopt rules of procedure that are approved by the City Council.
- **Council Request:**  
N/A
- **Other Key Facts:**  
During implementation of remote meeting practices during COVID-19 emergency, staff and Commissioners reviewed Planning Commission municipal code provisions and rules of procedure and identified outdated and unclear provisions. RMC provisions were last updated in 2011, while Planning Commission rules were last updated in 2014. The proposed updates would bring each into line with current rules and practices.

**OUTCOMES:**

The outcome of updating RMC provisions related to the Planning Commission as well as Planning Commission Rules of Procedure will be to align the RMC and Rules of Procedure with current practices, remove outdated references, and clarify language.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
Planning Commission adopted updated Rules of Procedure at its May 25, 2022 meeting.

**BUDGET IMPACT:**

**Total Cost:**

\$4,535,222 is the total appropriation to the Community and Economic Development offer and is where staff expenses related to the Planning Commission are budgeted.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

000250

**Budget Priority:**

Vibrant and Connected



Date: 8/9/2022

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 22-473

Type: Committee Memo

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
	Item has not been presented to Council	

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
8/16/2022	Business Meeting	Approve

Time Constraints:

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Planning Commission will continue to be governed by outdated code and rules that do not align with current practices.

**ATTACHMENTS:**

- A. Ordinance Amending RMC 4.43, Planning Commission
- B. Resolution Approving Planning Commission Rules of Procedure
  1. Planning Commission Rules - May 2022

CODE

**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE  
CHAPTER 4.43, PLANNING COMMISSION, TO UPDATE  
AND CLARIFY AUTHORITY AND DUTIES, COMPOSITION,  
AND TERM OF OFFICE.

---

WHEREAS, the City of Redmond's rules establishing and setting the procedures for boards, commissions and committees are located in Title 4 of the Redmond Municipal Code (RMC); and

WHEREAS, the City's rules establishing and setting procedures for the Planning Commission are located in RMC 4.43; and

WHEREAS, the City Council last updated RMC 4.43 in April 2011 through Ordinance 2588; and

WHEREAS, revisions to RMC 4.43 Planning Commission are warranted in RMC 4.43.020, Authority and Duties; RMC 4.43.030, Composition; and RMC 4.43.060, Term of Office, to provide clarity and remove outdated provisions.

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.      Amendments to RMC 4.43.020.      RMC 4.43.020,  
Authority and Duties is hereby amended to read as follows:

4.43.020 Authority and duties.

The Commission may make recommendations to the City Council based on its findings and conclusions and on those of its committees. It shall recommend updates to the elements of the Redmond Comprehensive Plan and Redmond Zoning Code for adoption or modification, advise the Council regarding special area concerns and functional plans, investigate and make recommendations on matters suggested by the Council, the Mayor, Redmond citizens, or upon its own initiative. Ad hoc committees may be created for special studies. The Commission and its committees are not delegated any executive or legislative power, authority or responsibility. The Commission shall monitor the growth and development of the City and the areas surrounding the City and shall regularly evaluate and recommend revisions to the Redmond Comprehensive Plan and Redmond Zoning Code. ~~THE COMMISSION MAY STAY INFORMED OF THE DECISIONS OF THE HEARING EXAMINER IN ORDER TO STAY ABREAST OF DEVELOPMENT ACTIVITIES AND THE CONCERNS OF THE PUBLIC.~~

Section 3.      Amendments to RMC 4.43.030.      RMC 4.43.030,  
Composition, is hereby amended to read as follows:

4.43.030 Composition.

The Commission shall be composed of seven ~~TO NINE~~ members, ~~PROVIDED, THAT MEMBERSHIP MAY BE TEMPORARILY EXPANDED TO UP TO NINE MEMBERS IF NECESSARY TO ACCOMMODATE A PLANNING COMMISSION MEMBER'S RETURN TO THE COMMISSION AFTER SERVING ON THE CODE REWRITE COMMISSION FORMED TO CONDUCT THE 2009-2011 CODE REWRITE. MEMBERSHIP SHALL ONLY EXCEED SEVEN IF A PLANNING COMMISSIONER RETURNS TO THE COMMISSION AFTER SERVING ON THE CODE REWRITE COMMISSION. IN THE EVENT OF SUCH TEMPORARY EXPANSION, VACANCIES SHALL NOT BE FILLED EXCEPT TO MAINTAIN A TOTAL MEMBERSHIP OF SEVEN.~~

Section 4.      Amendments to RMC 4.43.060.      RMC 4.43.060, Term of Office, is hereby amended to read as follows:

4.43.060 Term of office.

~~(A)~~ The regular term of office for Commission positions shall be for four years, staggered terms. Terms shall commence on April 1st and end on March 31st four years later. Members appointed to fill a vacancy shall serve for the duration of the unexpired term. No member shall serve more than two consecutive terms. An appointment to serve an unexpired term of two years or less shall not count towards the two consecutive terms limit. A member may hold office until a successor is appointed and confirmed even if after the end of the term.

~~(B) PLANNING COMMISSION MEMBERS WHO SUSPENDED SERVICE ON THE PLANNING COMMISSION TO SERVE ON THE CODE REWRITE COMMISSION PER FORMER RCDG 20F.50.40-070 MAY ELECT TO RESUME SERVICE ON THE PLANNING COMMISSION. THE DATE OF EXPIRATION OF SUCH COMMISSIONERS' PLANNING COMMISSION TERM SHALL NOT CHANGE, NOR SHALL THEY SERVE ANOTHER TERM IF THEY HAVE ALREADY SERVED TWO. IF A COMMISSIONER'S TERM EXPIRED DURING HIS OR HER SERVICE ON THE CODE REWRITE COMMISSION, THE COMMISSIONER MAY REQUEST REAPPOINTMENT TO THE PLANNING COMMISSION CONSISTENT WITH THE TERM OF OFFICE RESTRICTIONS DESCRIBED ABOVE.~~

Section 5.      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 6.      Effective date.      This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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.

**CITY OF REDMOND**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON, APPROVING UPDATED  
RULES OF PROCEDURE FOR THE PLANNING COMMISSION.

---

WHEREAS, Rules of Procedure for boards and commissions are authorized by enabling legislation in Title 4 of the Redmond Municipal Code (RMC) and relevant provisions of the Redmond Zoning Code; and

WHEREAS, the last update to the Planning Commission Rules of Procedure occurred in March 2014; and

WHEREAS, the Planning Commission has determined that updates to its Rules of Procedure are warranted and approved the changes at their meeting on May 25, 2022; and

WHEREAS, the changes will clarify and update rules regarding the Planning Commission's organization, meetings, and quorum and voting practices, as well as update outdated terminology.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Planning Commission Rules of Procedure Approved. The City Council approves updated rules of procedure for the Planning Commission as shown in Exhibit 1, incorporated herein by this reference as if set forth in full.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2022.

APPROVED:

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO:



## Section 1. Purpose, Authority and Duties

- A. The Planning Commission is established by the City Council through Ordinance No. 112. It is comprised of Redmond residents who advise the City Council and City staff on matters of community development to achieve the following objectives. [[RMC 4.43.010](#)]
1. Provide a positive influence on major City planning efforts and updates to the Comprehensive Plan, Functional Plans, and development regulations.
  2. Advocate consistency across plans that establish the image and direction for the City.
  3. Represent a whole-city viewpoint when evaluating proposed plans, projects, and issues.
  4. Ensure opportunities for community member participation and timely public involvement in the City's planning processes.
  5. Provide recommendations to the Mayor and City Council, City staff, and other City boards and commissions as appropriate.
- B. The Commission is not delegated any executive or legislative power, authority, or responsibility. It serves in an advisory capacity only.

### **REDMOND MUNICIPAL CODE** **[RMC]**

The Planning Commission is established under RMC Title 4 BOARDS, COMMISSIONS, AND COMMITTEES section 4.10 and is subject to the provisions of section 4.42. Planning Commission Rules supplement the items laid out in the RMC, per RMC [4.43.090](#).

#### **Chapter 4.10** **GENERAL PROCEDURES**

- [4.10.010](#) Applicability of chapter.
- [4.10.020](#) Creation/termination.
- [4.10.030](#) Appointment, removal and vacancy.
- [4.10.040](#) Qualification of board members.
- [4.10.050](#) Term of service.
- [4.10.060](#) Compensation and reimbursement.
- [4.10.070](#) Quorum.
- [4.10.080](#) Meetings.
- [4.10.090](#) Officers.

#### **Chapter 4.43** **PLANNING COMMISSION**

- [4.43.010](#) Purpose.
- [4.43.020](#) Authority and duties.
- [4.43.030](#) Composition.
- [4.43.040](#) Public hearings.
- [4.43.050](#) Appointments and qualifications.
- [4.43.060](#) Term of office.
- [4.43.070](#) Vacancies.
- [4.43.080](#) Removal.
- [4.43.090](#) Rules.
- [4.43.100](#) Staff services.
- [4.43.110](#) Conflict of interest.
- [4.43.120](#) Quorum and voting.

## Section 2. Organization of the Planning Commission

### A. Membership

1. Membership. Membership is governed by RMC 4.43.
2. All Commissioners must complete the state-required training in public records and the Open Public Meetings Act within 90 days of being appointed and every four years following.
3. Planning Commissioners shall use their City-issued email address to conduct their Commission business.

### B. Election of Officers

1. The Planning Commission has a Chairperson and a Vice-Chairperson elected from the members of the Planning Commission by a majority vote of the Commission in attendance. The Chairperson and Vice-chairperson shall be elected at the first regularly scheduled meeting in April of each year and shall serve a one-year term of office [[RMC 4.10.090](#)]. Officers may be re-elected to successive terms.
2. Officers may be removed from office for the remainder of their term at any meeting by a majority vote of the Planning Commission.
3. In the event of a vacancy of an office caused by the resignation or removal of officers during their term of office, a new officer (Chair &/or Vice-Chair) shall be elected for the remainder of the term from the members of the Planning Commission by a majority vote of the members.

### C. Duties of the Chairperson

1. Call meetings of the Planning Commission at the appointed time and determine that a quorum is present [[RMC 4.10.090](#)].
2. Preside at all meetings of the Planning Commission, making every effort to facilitate orderly discussion.
3. Guide the Commission in providing direction to staff and making recommendations to the City Council [[RMC 4.10.090](#)].
4. Sign documents on behalf of the Planning Commission.
5. Act as liaison between the Planning Commission and other City entities.
6. Appoint Commissioners to serve on subcommittees and advisory committees, such as a periodic update Community Advisory Committee.

### D. Duties of the Vice-Chairperson

1. During the absence, disability, or disqualification of the Chair, or upon the request of the Chair, the Vice Chair shall exercise all the duties and be subject to all the responsibilities of the Chair.
2. The Vice Chair shall also maintain any other responsibilities that are assigned to them by the Chair.

### E. Temporary Chair: If both the Chair and Vice Chair are absent from a meeting, the Planning Commission shall, by a majority vote of those members present, elect a temporary Chair for that meeting.

### F. Duties of Commissioners

1. Planning Commission members shall exercise their duties and responsibilities with integrity, collegiality and care. Members should respect the opinions of

- other members of the Commission and be receptive to diverse viewpoints in Commission discussions. See Appendix A – PC Norms (reviewed annually).
2. Members should establish a high priority to attend all meetings and to come prepared to contribute to the discussion of issues and business to be addressed.
  3. Planning Commission members may be appointed to serve as liaison to, or as a member of, other city committees, advisory groups, and task forces as a representative of the Planning Commission. Members should represent the Commission and the City in a positive and supportive manner through appearance, conduct, and attitude.
  4. Individual Commission members may speak as individuals, clearly specifying they are speaking as individuals articulating their own views and concerns (that is *“I am speaking as an individual, not representing the Planning Commission.”*)
- G. Planning Commission Liaison: A City planner shall be responsible for the general administration of the Planning Commission, including (but not limited to) the following duties.
1. Prepare and post the agendas and minutes.
  2. Relay public comments to the Commission for review.
  3. Transmits Planning Commission recommendations to City Council or any other designated destinations.
  4. Maintain the Planning Commission website at <https://www.redmond.gov/194/Planning-Commission>.

### Section 3. Meetings

- A. Location: All meetings shall be held in the Redmond City Hall Council Chambers unless otherwise directed by City staff and appropriate notification to the media and public is provided. All meetings shall be open to the public in accordance with the Open Public Meetings Act (Chapter 42.30 RCW) and RMC 4.10.080.
1. In the event of an emergency as declared by the City, State, and/or Federal government, the Planning Commission may hold a fully virtual meeting without an in-person component.
  2. Meetings held virtually will adhere to the Planning Commission Virtual Meetings Protocol (see Appendix C), which includes an indication of meeting format and methods of participation posted on the meeting agenda.
  3. Fully virtual meetings are open to the public and will be conducted so the public can hear the meeting while it is occurring and will be subject to the requirements of chapter 42.30 RCW.
- B. Date and Time: The Planning Commission meets regularly on the second and fourth Wednesday of each month and on other dates as deemed necessary. Meetings will commence at 7:00 p.m. and end no later than 10:00 p.m. but may be extended by a majority vote of Commissioners present.
- C. Special Meetings: Any Planning Commission meeting scheduled outside of the regular date, time or location is considered a special meeting. The Planning Commission shall meet for special meetings at the call of the Chair or a majority of Planning Commission members. Notices for special meetings shall be posted per Open Public Meetings Act

Requirements [[RCW 42.30.080](#)]. The special meeting agenda will contain items to be discussed. The Planning Commission may not take final action on any item not listed on the special meeting agenda.

- D. Records: A record will be made of all meetings. The official record of the meeting shall be the video recordings. Summary minutes will be prepared and posted by Staff and approved by the Planning Commission. Videos and minutes shall be posted to the web site.
1. The Washington State Public Records Act applies to “any office, department, division, bureau, board, commission, or agency of every county, city, town, municipal corporation, quasi-municipal corporation, or special purpose district, or other local public agency (RCW 42.56).
  2. The recorded activities of the Planning Commission, such as meeting minutes, reports, and correspondence, are public records and will be maintained as required by law.

## Order of Business

- A. Generally, the Planning Commission will follow the following order of business at all meetings:
1. Call to Order and Roll Call.
  2. Agenda Approval.
  3. Minutes Approval
  4. Items from the Audience: Comments from the audience on any topic that is not the subject of public hearing.
    - i. Limited to 3 minutes per speaker.
    - ii. The Chair may limit the comments to no more than three speakers on any one topic.
    - iii. If both proponents and opponents wish to speak, then up to three proponents and up to three opponents of the matter may address the Chair.
  5. Hearings
  6. Study Sessions and Briefings
  7. Staff and Commissioner Updates
  8. Adjournment.
- B. The order of business may be changed during the meeting at the discretion of the Chair.
- C. Rules of Procedure for Public Hearings shall be as adopted in Appendix B.

## Conduct of Meetings

- A. Parliamentary Procedure. The Planning Commission may refer to the applicable provision of Roberts Rules of Order Simplified (as it exists or is revised) for guidance for items not addressed by these Rules and Procedures. [[RMC 4.10.070\(A\)](#)]
- B. Role of the Chair.
1. The Chair has broad authority over all matters regarding the conduct of meetings and shall exercise this authority to promote the fullest possible presentation of

- information and discussion of matters before the Planning Commission while permitting the orderly and timely completion of Planning Commission business.
2. As a general protocol, the Chair of the meeting should introduce the agenda topic, allow for a staff presentation on the topic, and call for discussion among the Commission members.
    - i. The Chair generally should seek comments from all other Commission members prior to weighing in on an issue. The Chair should ensure that all members have an opportunity to speak.
  3. Public Comments. On specific agenda items, other than public hearings (discussed in Appendix B) the Chair may allow comments from the audience as appropriate. This usually occurs following a staff presentation and/or the completion of discussion by the Commission on the agenda item. Comments may be subject to the limitations noted in Order of Business.
  4. The Chair should expedite the discussion in a timely manner and summarize the recommendation or direction from the Commission as appropriate.

### Quorum and Voting

- A. A majority of the appointed members of the Planning Commission constitutes a quorum [[RMC 4.43.120](#)], provided, that at least four shall be required to constitute a quorum. Before business can be transacted, a quorum must be in attendance or participating via a conference call or other electronic media. Virtual participation will be considered attendance and shall be counted toward the determination of a quorum.
- B. Every motion by the Planning Commission requires approval of a majority of the Planning Commission members present to pass.
- C. Each member present at a meeting shall cast one vote on each motion (via phone or other media is acceptable). Voting may be by voice or by roll call.
- D. Although it is the duty of every member to vote, a member may abstain. Abstentions do not count when determining whether a motion has obtained majority support.
- E. Minority Opinions. A minority opinion may be included in the Planning Commission Report at the request of the Commissioners in the minority.
- F. Serial Meeting. Planning Commission members shall not hold discussions, in person, via email, or through other electronic or telephonic means outside of the meeting, such that a number equivalent to a quorum have discussed the body's business.

### Section 4. Conflict of Interest

Washington State's ethics laws prohibit public officials from gaining financially as a result of their positions [RCW 42.23]. No member of the Planning Commission should participate in any Planning Commission discussion or vote on any matter in which the member has a personal or financial interest potentially sufficient to create a conflict between the interest and serving the public good.

Planning Commissioners must declare any conflicts of interest related to items on a meeting agenda and leave the room prior to any action being taken on those items, including discussion

or voting. Any declarations of conflicts of interest and related actions shall be captured in the meeting minutes.

## Section 5. Amending the Rules of Procedure

The rules of procedure may be amended at any meeting of the Planning Commission by a majority vote. Any amendments approved by the Planning Commission must also be approved by the City Council before they become effective.

## Section 6. Validity

If any part or parts of these rules of procedure are found to be invalid, that part or parts will not invalidate the remainder of the rules.

### ATTACHMENTS:

- Appendix A - Planning Commission Norms
- Appendix B - Rules of Procedure for Public Hearings
- Appendix C - Virtual Meeting Protocols

## Appendix A – Planning Commission Norms

*PC Norms are reviewed and affirmed at the annual PC workshop.*

- Share. Listen.
- Communicate your needs.
- Assume positive intent.
- Agree to disagree, without making it personal.
- Be respectful of each other, the staff, and the public.
- Represent the Redmond community.
- Be prepared.
- Come to the table without judgment, always be open.
- Clarify jargon on behalf of everyone.
- Respect each other's time.
- Stay on topic, reserve tangents for future consideration.

Last Reviewed: April 20, 2022

## Appendix B - Rules of Procedure for Public Hearings

*The Planning Commission is the hearings body. It gathers information and makes recommendations and does not make decisions. The recommendations, together with all the information and testimony from the hearing (record), are sent forward to the City Council for a decision. The City Council makes its decision based on the record and in most cases does not hold an additional public hearing (they may at their discretion).*

### A. Chair - Opens the hearing

### B. Initial Presentation by Staff

The Chair, when appropriate, may take questions from Commission members regarding a speaker's presentation. The individual with a question to ask shall wait until the speaker finishes, and then direct that question to the Chair.

### C. Chair - Opens the hearing for public testimony

### D. Public Testimony

Anyone at the public hearing who has physical evidence of any kind (letters, photos, maps, etc.) shall submit that evidence to the Staff Liaison to be entered into the record. Documents submitted later than 48 hours before hearing may not be reviewed by Planning Commissioners until after the meeting.

Speakers are discouraged from reading verbatim any letters that are already in the public hearing record, although it is acceptable for speakers to summarize such letters during their comments.

- No person, including any Commission member, shall speak until they have been recognized by the Chair and has identified themselves.
- The Chair may impose time limits on each speaker, depending on the total number of individuals wishing to speak.
- Each person who speaks shall register their name and address on the roster that is located at the speaker's table.
- When an individual speaks, they shall identify themselves, giving address and nature of their interest in the matter.
- For public hearings held in a virtual meeting format, see Appendix C for protocols for speaking.

### E. Chair - Closes the public testimony portion of the hearing.



F. Motion for Action

1. Commissioner proposes a motion.
2. Another Commissioner seconds the motions, and then the Chair states the motion to the assembly.

G. Chair calls for discussion of the motion.

1. Chair may ask staff to respond to questions posed during public testimony. Chair asks the Commissioners if there are questions for staff or for other persons that testified.
2. If no further discussion, Chair calls for a vote on the motion and restates the motion.

H. Chair closes the hearing upon a motion being passed by a majority of the Planning Commission.

Notes: The Chair may use their discretion to accept additional testimony or evidence after the close of the public testimony portion of the hearing. The Chair should reopen the public testimony portion of the hearing and may limit the testimony to a specific issue and timeframe in accordance with OPMA.

## Appendix C - Virtual Meeting Protocols

1. **Commissioners Video Camera Usage.** Commissioners shall leave their cameras on during meetings except when PowerPoint presentations are displayed. In the event of a technical constraint that prevents a Commissioner from being heard clearly while on video, the Commissioner may temporarily disable the video camera.
2. **Open Public Meeting.**
  - a. All virtual meetings will be published in the normal manner and open to the public to participate in one or more manner.
  - b. Methods for the public to join the meeting shall be published on the Agenda.
  - c. The time on the agenda and during the meetings for public comments will be the same as the normal agenda/meeting protocols.
3. **The Chair will do a Commissioner Roll Call.** When your name is called, please state "present" for the record. For absent Commissioners, the Chair will note if the absence is excused.
4. **Staff attendance record.** The Chair will list the names of the staff present for the record.
5. **Commissioner Discussion.**
  - a. During the meeting, Commissioners will use the chat window or "raise their hand" to indicate if they would like to speak. The Chair will monitor the chat window and call on Commissioners by name.
  - b. The Chair will go "around the room" in a fair order, allowing everyone who wants to speak on an issue to have their turn. The Chair will ensure that everyone has a chance to speak before someone gets a second opportunity.
  - c. To avoid audio feedback and background noise interruptions, please remain muted until you have been acknowledged by the Chair.
  - d. Before speaking, state your name. This includes when making motions, seconding a motion, and when making comments or asking questions. This will be critical for the record and for those participating via phone.
6. **Commissioner Action.**
  - a. Voting will be taken by Roll Call.
    - i. The Chair will call on each Commissioner one by one to obtain their vote for the record. Please do not speak over each other, so that the recording and those attending via phone can clearly hear the action being taken.
    - ii. Exceptions. For approval of the agenda, minutes, and closure of the meetings, a general consent verbal vote will be taken ("aye" or "nay").
  - b. Chair will verbally state the outcome and vote count - i.e. "The motion passes, 5:2, with Commissioners \_\_\_ & \_\_\_ dissenting"

## 7. Public Comment:

- a. At the time designated for public comment, the Chair will ask staff if any public comments were submitted. The Staff Liaison will inform the Chair if any came in prior to the meeting. At the Chair's discretion, they can be read into the record. If long or if multiple comments were received, the Chair may state that they have been received and added to the record.
- b. The Chair will open Public Comments to live participation. Public comment (via phone or other live method) shall proceed per the instructions posted with the agenda.
- c. If audio quality is poor, the Staff Liaison shall interject and state the issue for the record.
  - If it is possible to make out what they are saying, the Staff Liaison will restate the comment for a clear record.
  - At the Chair's discretion, speakers can disconnect the call and redial.
  - If call quality is very poor and cannot be resolved, the Chair shall ask to email comment to [PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov).

## 8. Applicants:

- a. The applicant will have an opportunity to address the Commissioners.
  - If wishing to speak at the meeting, applicants must contact the Staff Liaison no later than 5 p.m. on the day of the meeting ([PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov)). A name, phone number, and their agenda item must be provided.
- b. When it is their time to speak, the Staff Liaison will dial their number to add them to the meeting.
- c. Applicants with a Presentation must provide the file in PDF form to the Staff Liaison at [PlanningCommission@redmond.gov](mailto:PlanningCommission@redmond.gov) a minimum of 24-hours prior to the meeting so that it can be loaded into the meeting. The PDF should be one slide per page.
- d. Applicants with materials for the Commission must provide them 72 hours prior to the meeting via [PlanningCommission@Redmond.gov](mailto:PlanningCommission@Redmond.gov) to ensure time for review and consideration. Materials received after that timeframe may not be considered.