AM NO. 14-007 (C9)

MEMO TO: City Council

FROM: John Machione, Mayor

DATE: January 7, 2014

SUBJECT: **APPROVAL OF CONSULTANT AGREEMENT FOR CRITICAL AREA DOCUMENTATION IN FARREL-MCWHIRTER PARK, PROJECT NO. 20021402**

I. RECOMMENDED ACTION:

Approve the attached Consultant Agreement with Tetra Tech, Inc. for critical area documentation in Farrel McWhirter Park, in an amount not to exceed $119,412, and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS:

Linda De Boldt, Director of Public Works	425-556-2733
Craig Larsen, Director of Parks and Recreation	425-556-2310
Tom Hardy, Stream and Habitat Planner, Natural Resources Division	425-556-2762
Betty Sanders, Senior Parks Planner, Parks Administration Division	425-556-2328

III. DESCRIPTION:

Background

The Parks Department and Public Works' Natural Resources Division are coordinating the documentation of critical areas in Farrel-McWhirter Park. The data developed as a result of this work will provide a holistic view of the critical areas in the park to guide planned Parks and Natural Resources activities.

The Parks Department will use the information to help plan short-term projects, identify allowable areas for facility construction, as well as develop a Master Plan for the park. Natural Resources will use the critical area documentation as the first step in the design and permitting of a stream and wetland enhancement project on Mackey Creek in Farrel-McWhirter Park (identified in the current 6-year CIP).

This contract will provide:

- Surveying and Location of Critical Areas
- Stream Reconnaissance Report
- Wetland Report
- Critical Areas Report
- Park Boundary Survey

Optional Services:

- Off-site surveying and Critical Area location; this is dependent on access permission from adjacent property owners. This task will provide a better understanding of adjacent stream and wetland functions, and inform a more successful stream and wetland enhancement design in the future.
- Park Planning, Buffer Impacts and Mitigation; this task will provide assistance to Parks Planning to avoid and, if necessary, mitigate for development impacts.

Through a Request for Proposal (RFP) process, Tetra Tech, Inc. was chosen as the successful consulting firm. The types of work in the agreement include: identifying, delineating and reporting on critical areas, performing a park boundary survey, assisting with site plan alternatives, assessing critical areas impacts and calculating mitigation requirements. The RFP and contract allow for future work via supplemental agreements, which may include design and permitting of stream and wetland enhancements or other park improvements.

IV. IMPACT:

A. Service Delivery: This agreement will provide critical area documentation and related services in Farrel-McWhirter Park.

B. Fiscal:

Estimated Project Costs	
Tetra Tech, Inc.	$119,412
City Administration	20,000
Total	$139,412

Project Funding	
Stormwater CIP	$ 93,550
Parks Department	45,862
Total	$139,412

V. ALTERNATIVES:

The City Council could choose not to approve the agreement; however, this action would delay future stream enhancement projects and the Farrel-McWhirter Park Master Plan.

VI. TIME CONSTRAINTS:

Agreement Approval	January 2014
Work Begins	February 2014

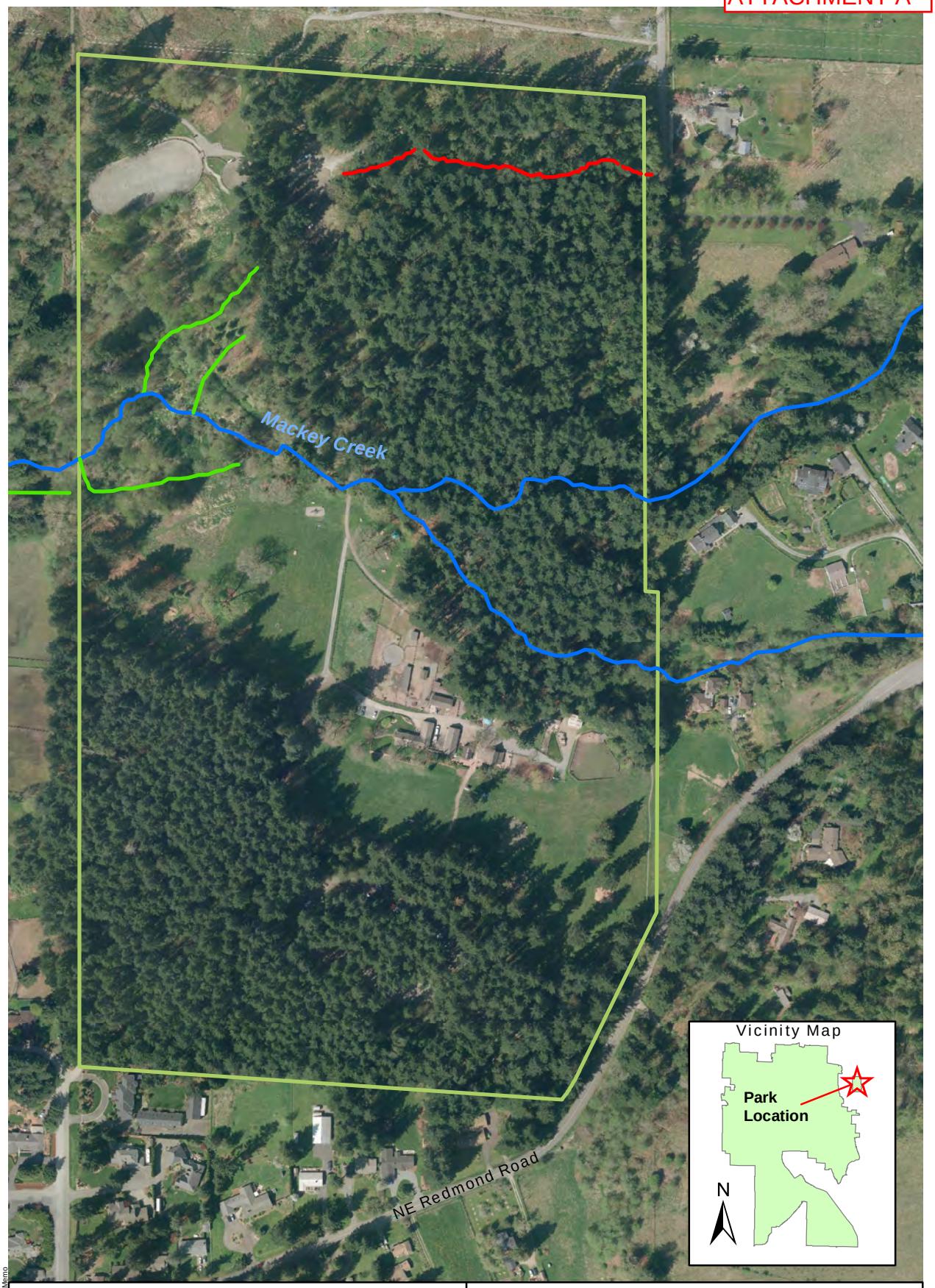
VII. LIST OF ATTACHMENTS:

A. Map
B. Consultant Agreement

/s/ 12/19/2013
Linda E. De Boldt, Director of Public Works Date

Approved for Council Agenda /s/ 12/23/2013
John Marchione, Mayor Date

ATTACHMENT A



Farrel-McWhirter Park

December 2013

0 240 480 Feet

N

Legend

- Class 2 Stream
- Class 3 Stream
- Class 4 Stream
- Farrel-McWhirter Park Boundary

City of Redmond WASHINGTON

Disclaimer: This map is created and maintained by the Natural Resources Division of the City of Redmond, Washington, for reference purposes only. The City makes no guarantee as to the accuracy or completeness of the features shown on this map.

Q:\NRU-Users\Hardy\CIP\Farrel-McWhirter Park, Council Memo

ATTACHMENT B

CONSULTANT AGREEMENT

PROJECT TITLE Critical Area Documentation in Farrel-McWhirter Park	WORK DESCRIPTION • Survey and Location of Critical Areas • Stream Reconnaissance report • Wetland Report • Critical Area Report • Park Boundary Survey • Optional: • Off-site surveying & Critical Area Location • Park Planning Assistance
PROJECT NO. 20021402.04.01.02	
REDMOND BUSINESS LICENSE NO. RED00051117	CONSULTANT/ADDRESS/TELEPHONE Tetra Tech, Inc. 400 112th Ave NE Bellevue, WA 98004 (425) 635-1000
FEDERAL I.D. NO. 95-1148514	
MAXIMUM AMOUNT PAYABLE $119,412	COMPLETION DATE December 31, 2014

Index of Exhibits

Exhibit "A" – Scope of Work
Exhibit "B" – Payment (Negotiated Hourly Rate)
Exhibit "C" – Consultant Fee Determination
Exhibit "D" – Subcontracted Work/Fee Determination
Exhibit "E" – Title VI Assurances

THIS AGREEMENT, made and entered into this _____ day of_____,_____, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II
SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

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 CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

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

All reports, plans & specifications, and other data furnished to the CONSULTANT by the CITY shall be returned. 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 this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

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 CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

V
PAYMENT PROVISIONS

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI
SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

VII
EMPLOYMENT

The CONSULTANT warrants that it has 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 CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the 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 CITY, and any and all claims that may or might 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

VIII
NONDISCRIMINATION

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

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 "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, 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 CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY 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 the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work 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 herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work 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 above.

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 it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the CITY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the

CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. 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 complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI
DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City 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 City Engineer's decision, that decision shall be subject to de novo judicial review.

XII
VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in King County.

XIII
LEGAL RELATIONS

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY 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.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY 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 the 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 of Washington.
B. Commercial general liability and property damage insurance in an amount not less than one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate for bodily injury, including death and property damage.
C. Professional liability insurance in the amount of $1,000,000 or more against claims arising from the performance of professional services under this contract.
D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar ($1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

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 the CITY.

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

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

XIV
EXTRA WORK

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "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 CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs 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.

XV
ENDORSEMENT OF PLANS

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

XVI
COMPLETE AGREEMENT

This document and referenced attachments contains 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 an amendment to this AGREEMENT.

XVI
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 agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

By: _____

Title: _____

CITY OF REDMOND

By: _____
John Marchione, Mayor

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

SCOPE OF WORK

Farrel-McWhirter Park Critical Areas Survey
City of Redmond, WA

Project Description

The City of Redmond (City) is developing plans to renovate parts of Farrel-McWhirter Park (FM Park). As part of this planning process, areas designated as "Critical Areas" (CAs) under the City's Critical Areas Ordinance need to be identified, documented, and mapped. The data developed as a result of this documentation will allow planners to identify areas in which they can construct facilities or allow for uses that may be restricted in CAs. The data will also be used to allow for creation of natural resource enhancement plans.

Tetra Tech proposes to assist the City in documenting CAs at FM Park. The area within the park boundary is referred to as the "study area." Some of these critical areas, including wellhead protection areas, have been identified and mapped previously, and the City will provide this data to Tetra Tech. Tetra Tech will document wetlands and streams within FM Park in accordance with direction provided in Appendix 1 of Redmond's Zoning Code (Critical Areas Reporting Requirements). The specific components of the assessment and report that Tetra Tech will prepare will be consistent with Sections A (1-17), B (2a-2c), and C (1-3) of Appendix 1, limited to the task items described in this Scope of Work. These sections of Appendix 1 are attached to this Scope of Work.

Our approach to completing these tasks is outlined briefly below.

Scope of Work
The task items listed below will be performed by Tetra Tech, Inc. ("Consultant") for the City of Redmond ("City").

Task 1—Project Management

The project management task consists of managing team members to complete projects tasks, sharing of information, monitoring project progress, and tracking budget and schedule. It includes the following activities:

1.1 Hold meetings with the City's project manager to kick off the project and again to discuss the results of the documentation. Document meeting decisions and action items. Budget for three (3) face-to-face meetings. Separate from face-to-face meetings will be regular coordination by phone and email.

1.2 Project Kickoff: This will include: 1) Prepare a detailed project schedule and Work Plan for the tasks and subtasks; 2) Conduct a kick-off meeting with City staff to go through schedule, coordination issues, and Work Plan. The Work Plan includes communication plan, information sharing process, document submittal process, detailed schedule, risk-change management process, and related protocols to follow.

1.3 Prepare and submit invoices with progress reports. This is an informal monthly narrative description of work performed. Provide a budget status report monthly.
1.4 Provide coordination and flow of information as the project evolves. This is amongst the project team members including: survey staff, critical areas-biologist staff, and City staff. Manage the quality control review of all work activities and project deliverables.

Task 1 Deliverables

- Work Plan
- Attendance at up to three (3) meetings with City staff
- Meeting notes of face-to-face meetings
- Invoices and progress reports on a monthly basis

Task 2—Stream Reconnaissance Report

Tetra Tech will prepare a stream reconnaissance report covering all streams in the study area. The purpose of the report will be to document the physical, hydrological, and biological characteristics of streams and assess the functions and values that they provide. The report format will be consistent with CAO reporting requirements, and will be prepared with the intention of allowing the City to establish buffer zones around critical resources. The stream reconnaissance report will include the results of a stream and riparian assessment, fish habitat assessment, figures showing ordinary high water and other features, and suggestions for preservation and enhancement measures.

The subtasks needed to complete the stream reconnaissance report include the following:

2.1 Identify and flag the ordinary high water mark (OHWM) of all streams in the study area. Use standard indicators including scour lines, drift deposits, exposed roots, and vegetation breaks to identify the OHWM. Flag the OHWM line at sufficient intervals to allow accurate mapping of the topographic line that it corresponds to. Use flagging method (color or type of flagging) that is easily distinguishable from other flagging that may be present.
2.2 Map the OHWM and base-level hydrologic features. Using standard field surveying equipment with horizontal and vertical accuracy of 1 foot or better, record the location of the OHWM on all streams. Develop plan view figures that show the OHWM, direction of flow, location of water control structures, centerline of stream, and locations where water enters and leaves the study area. Mapping will combine stream OHWM data, performed by the Consultant, with existing critical areas mapping already done and provided by the City.
2.3 Perform and document a stream assessment corresponding to the direction given in Appendix 1. Gather qualitative data needed to convey biological and physical characteristics as well as functions and values. Prior to field survey, prepare standard field data sheet to ensure data is gathered consistently on each water body in the study area, and is consistent with reporting requirements outlined in Appendix 1, limited to the task items described herein. Documentation will consist of a narrative that describes methodology, findings, and conclusions, and will include figures from subtask 2.2. Habitat units and fish habitat will be described generally following the Timber-Fish-Wildlife Ambient Monitoring protocol prepared by the Northwest Indian Fisheries Commission.

2.4 Characterize the riparian corridors of all streams, consistent with the direction given in Appendix 1. Gather qualitative data regarding physical, chemical, hydrologic, and biological resources. Perform analysis of functional characteristics identified in Appendix 1. Prepare summary chapter for inclusion in Stream Reconnaissance Report that describes methodology, findings, and conclusions.

2.5 Document fish habitat conditions in all streams, focusing on anadromous fish. Assess potential for streams to support life stages of resident or anadromous fish. Document channel conditions, provide qualitative watershed characteristics, identify fish passage issues, and other criteria identified in Appendix 1. Prepare summary chapter for inclusion in Stream Reconnaissance Report that describes methodology, findings, and conclusions. Fish passage barriers outside of the study area will not be identified.

2.6 Identify and describe historic or ongoing practices that have degraded riparian and stream habitat. Identify potential measures to preserve riparian habitat and restore degraded areas. Measures may be passive, including exclusion of certain uses in sensitive areas, or active, including regrading, addition of large woody debris or other natural structures into the stream bed and bank, revegetation, or removal of fish barriers. Describe suggested preservation or enhancement measures in text format and a conceptual example.

2.7 Prepare a stream reconnaissance report. This will summarize the information prepared in the subtasks 2.1 through 2.6, and it will include a written report with supporting exhibits.

Task 2 Deliverables

- Draft Stream Reconnaissance Report
- Final Stream Reconnaissance Report. The Final mapping will be incorporated into the survey work performed in Task 5.

Task 2 Assumptions

- Prior to the commencement of work by the CONSULTANT, the CITY will provide any previously completed stream reconnaissance reports to indicate expected level of detail, format, and standard nomenclature
- The CITY will ensure full access to the site during daylight hours
- Scheduling of field work will be dependent upon flow conditions in the streams to ensure visibility and safety.
- The CONSULTANT is providing mapping and technical information on streams and their respective riparian buffers only. The CITY will provide to the Consultant information and mapping of all other critical areas in electronic format (CAD or GIS), that can be incorporated in the final mapping assembled by the Consultant.
- Maps will not be prepared at the 1” = 20 feet scale due to the large size of the site.

Task 3—Wetland Report

Prepare a comprehensive report documenting all wetlands in the study area. Delineate wetlands, identify wetlands types, characteristics, and functions and values. Prepare a report in the format described in Appendix 1. Ensure that report provides sufficient data to allow the City to establish

wetland ratings and develop appropriate buffers. Consultant will perform the following subtasks:

3.1 Delineate all wetlands. The wetland delineation shall be conducted using the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual Technical Report Y-87-1, (Environmental Laboratory, 1987), and applicable regional supplement. The delineation will identify wetlands and other waters of the U.S. (OWUS) in the study area. Boundaries and test pit locations shall be staked, flagged, and recorded by GPS to sub-meter accuracy, as required by the USACE and WDOE. Use flagging method (color or type of flagging) that is easily distinguishable from other flagging that may be present.
3.2. Prepare wetland map. Using data gathered during completion of subtask 3.1, prepare a plan-view figure that identifies wetland boundaries, type of wetland consistent with Cowardin (1979) or other approved wetland classification system, wetland buffers consistent with CAO requirements, general hydrologic features including direction of flow and locations where water flows into or out of the park property, and all sample locations done performed by CONSULTANT.
3.3 Prepare map displaying published wetland data, including National Wetland Inventory data and City of Redmond Wetland Inventory Map data. Figure format will be consistent with CAO reporting requirements and will be included as part of the wetland report.
3.4 Prepare wetland delineation report. The delineation report will be consistent with guidance in the USACE Wetland Delineation Manual (Environmental Laboratory, 1987) and the Regional Supplement for Western Mountains, Valleys, and Coast Regions (V 2.0) (USACE 2010). Report shall contain the data required for USACE and WDOE to make a jurisdictional determination, including soils, hydrology, and vegetation data and data sheets corresponding to all test pits and sample locations. Wetlands will be characterized according to Cowardin (1979).
3.5 Prepare classification for each wetland body using the Wetland Rating System for Western Washington. Prepare wetland rating sheet for each wetland to establish baseline conditions, and use this data to identify how wetland class could be affected by proposed future development in the study area.
3.6 Identify historic or ongoing impacts to wetlands and develop conceptual enhancement plans. Identify areas of fill, invasion by non-native species, degradation from human use, or other effects, and qualitatively describe the loss of function in these areas. Provide conceptual mitigation measures to address these impacts in narrative form along with example details.

Task 3 Deliverables

- Draft Wetland Delineation Report. Wetland report will be prepared in CAO reporting format and will include all studies and maps described in Subtasks 3.1-3.6.
- Final Wetland Delineation Report.

Task 3 Assumptions

- City will provide any previously completed wetland reports to indicate expected level of detail, format, and standard nomenclature.
- City will ensure full access to the site during daylight hours.
- The Consultant is providing mapping and technical information on wetlands and their respective buffers only. The CITY will provide to the Consultant

information and mapping of all other critical areas in electronic format (CAD or GIS), that can be incorporated in the final mapping assembled the Consultant.

- Maps will not be prepared at the 1” = 20 feet scale due to the large size of the site.

Task 4—Boundary survey

Conduct a boundary survey and formally prepare and record a record of survey in accordance with State law. This will include the following subtasks:

4.1 Monument and Adjoining Parcel Research. Utilize King County records to locate controlling monuments and adjoining parcel information.
4.2 Locate Public Land Survey System (PLSS) Monuments. Static GPS observations will be used to locate controlling monuments in Section 31. Monuments that cannot be located with GPS will be located with ground traverse methods.
4.3 Locate Street Right-of-Way Monuments. Static GPS observations will be used to locate controlling monuments in Section 31. Monuments that cannot be located with GPS will be located with ground traverse methods.
4.4 Locate Occupation. Locate fences, buildings, permanent structures, paving or other signs of occupation within 10’ of the property line. This also identifies fences and other at ground encroachments.
4.5 Calculate Boundary. The monument research and field locating, title reports, and other documents will be used to calculate and prepare search coordinates. Location of monuments will be used to determine the boundary in accordance with standard survey protocols.
4.6 Set Park Boundary Corners. The boundary corners will be set with 5/8” rebar with cap bearing the company name and Professional Land Surveyors license number will be set at the corners of the 2 parcels which establishes the park boundary.
4.7 Prepare Record of Survey (ROS). A ROS will be prepared and recorded by a Washington State Professional Licensed Surveyor in accordance with Title 5 RCW and Chapter 332-130 WAC, and recorded with King County. The ROS shows relevant boundary information, it demonstrates the boundary solution created by the Land Surveyor, and it shows the lines of occupation.

Task 4 Deliverables

- Record of Survey Documents signed by a WA licensed Land Surveyor.

Task 4 Assumptions

- Access to the property will be available to the CONSULTANT.
- Section corners (PLSS) are recoverable. Additional costs may occur if corner positions have to be proportioned from other section corners.
- A title report will be provided by Owner at the beginning of performing this Task.

Task 5—Surveying: Locate Flags of Critical Areas

Field survey the wetland and stream flaggings and provide mapping of the information. The land survey team will field locate 3 or 4 flags for each critical area (wetland or stream) identified in Tasks 2 and 3. This step will accurately link the critical areas that were field flagged to the park boundary lines.

5.1 Establish horizontal and vertical controls within the park to perform this task. Perform a Static GPS session to provide survey controls to the site.
5.2 Locate wetland flags. For each separate wetland identified and flagged by the biologist field staff, described in Task 3, the Survey crew will field locate 3 or 4 flags of each wetland and combine the data into a CAD file the remaining flaggings that were GPS located by the biologist field staff.
5.3 Locate Stream Flags. For each separate stream identified and OHWM flagged by the biologist field staff, described in Task 2, the Survey crew will field locate 3 or 4 flags of each stream and combine the data into a CAD file the remaining flaggings that were GPS located by the biologist field staff.

5.4 CAD Mapping: Prepare a drawing that shows mapped critical areas of the streams and wetlands. This work will show parcel lines with respect to the boundary survey.

Task 5 Deliverables

- Map showing surveyed streams and wetlands, buffers, with respect to the park property boundary.

Task 6—Critical Area Report

The stream and wetland reports and additional information to be provided by the City including mapping of other critical areas, plus observations while conducting the field effort will be used to develop a comprehensive critical area report for the FM Park. The report will be prepared according to the standards described in the Redmond Zoning Code Appendix 1: Critical Areas Reporting Requirements, limited to the tasks and subtasks put forth in this scope of work.

6.1 Prepare draft critical area report for City review and comment.
6.2 Prepare final critical area report to incorporate consolidated City comments.

Task 6 Deliverables

- Draft and Final Critical Areas Report

TASK 7—Off-Site Area and Reporting (OPTIONAL)

The City desires to have a critical areas survey be performed outside of the FM Park boundary, referred to here as being the '*West Off-Site Area*.' The area is defined as being along the west park boundary line and extending a distance of up to 100 ft. from the west boundary line along the entire length of this north-south property boundary for a distance of approximately 2,200 ft., making the off-site area of rectangular shape being approximately 100 ft. x 2,200 ft.

The performance of Task 7 is predicated upon the City coordinating access and receiving acceptance from the property owner(s) to do so. As thus, the task will only be performed after the Consultant receives from the CITY a separate approval to perform Task 7.

7.1 Identify and flag the ordinary high water mark (OHWM) of all streams in the West Off-Site Area. Characterize the stream and riparian corridors, assessment and reporting--as described in subtasks 2.1 through 2.6--for the West Off-Site Area.
7.2 Delineate all wetlands within the West Off-Site Area. The field work, mapping, assessment and documentation—as described in subtasks 3.1 through 3.6—will be performed for the West Off-Site Area.
7.3 Locate flags of streams and wetlands located within the West Off-Site Area. Establish horizontal controls as necessary to perform this subtask. For each separate stream identified and OHWM flagged by the biologist field staff, and for each separate wetland located by biologist staff, described in Tasks 7.1 and 7.2, the Survey crew will field locate 3 or 4 flags of each stream and wetland and combine the data into a CAD file the remaining flaggings that were GPS located by the biologist field staff. Survey locate fence-lines and farm roads.
7.4 Critical Areas Report: The information gathered and the assessment performed in Tasks 7.1 through 7.3 will be incorporated into the Critical Areas Report described in Task 6. This subtask will be to include the records, mapping and assessment performed for the West Off-Site Area.

Task 7 Deliverables

- The mapping, documentation, written assessment will be included in the deliverables defined in Tasks 2 through 6. Therefore no separate deliverables will be provided for this task.

Task 7 Assumptions

- It is understood the field work for this task can be performed at the same time as the field work is being done for the stream reconnaissance within the park boundary (part of Task 2), and wetland reconnaissance within the park boundary (part of Task 3). Therefore, The City will need to provide access to the West Off-Site Area prior to when the field work is initiated for the other tasks.
- The Consultant is providing mapping and technical information on streams and wetlands only. The CITY will provide to the Consultant information and mapping of all other critical areas in electronic format (CAD or GIS), that can be incorporated in the final mapping assembled the Consultant.
- The budget assumes Task 7 can be conducted concurrently with Tasks 2 and 3.

Task 8 - Park Planning – Buffer Impacts & Mitigation (OPTIONAL)

The Consultant will review site plan alternatives developed separately by the CITY and assist the CITY in identifying potential effects and mitigation of each alternative. This task budgets for up to 3 park layout alternatives.

Task 8 will only be done at the explicit approval by the CITY to perform this task.

8.1 Based upon Park planning layouts prepared by the CITY, the CONSULTANT will calculate the potential impacts to each CA and buffer. Using GIS, prepare shapefiles that display

overlay proposed development features on each CA. Consultant will calculate the area of overlap and report this amount according to resource type.
8.2 CONSULTANT will calculate the amount and type of mitigation that could be required to compensate for impacts to CAs and buffers under each alternative.
8.3 CONSULTANT will identify permitting needs and anticipated schedule for acquiring permits for a new restroom facility. The CITY will identify the desired location(s) of the new restroom facility.
8.4 CONSULTANT will provide up to 40 hours of CAD drafting, as an on-call service per CITY request.

Task 8 Deliverables

- Exhibits showing buffer impacts in electronic format (GIS or CAD)
- Park Mitigation Planning Memorandum, draft and final

Task 8 Assumptions

- The CITY will prepare the park layout alternatives. This task budgets for up to 3 park park layouts.
- The CITY will provide the park layout alternatives in electronic format (CAD or GIS), or a hard copy sketch showing key facilities and structures, as proposed with each alternative, with horizontal distances measured from key structures and facilities to park property corners.

Administrative Reserve

A contingency of 10% will be applied to the fee. This money is set aside by the CITY for professional services to be performed by the Consultant, which was not been anticipated at the time this Scope of Work was prepared. This administrative reserve will only be used at the explicit direction of the CITY.

Additional Services

Additional professional services can be provided by Tetra Tech upon request. A partial list is provided below of potential services that the CITY may desire to utilize. These additional services are not included in this scope of work, but Tetra Tech can readily provide these services with a supplemental scope and fee.

Environmental Assessment of Site Plan Alternatives and Permitting -- Assist the City in identifying potential effects, mitigation, and permits needed for each park plan layout alternative. This can include: calculate impacts of each critical area, determine the type of mitigation that may be required associated with each impact, and develop a strategy for permitting.

Park Site Planning -- Prepare site layout alternatives for trail routes, park facility planning, and parking lot plans.

Final Design for Park Site Improvements -- Preparing Plans, Cost Estimates and Construction Documents. This can include design of: access drive and parking lots, new ADA compliant trails, paved roadway, covered picnic areas, water supply and sanitary sewer system, drainage and grading, electrical, siting of new buildings. The drainage design can incorporate Low Impact Development (LID) features for water quality treatment and flow control.

Assistance During Construction -- Inspection and testing of roadway materials, trail and site grading, working with the Contractor as a representative of the Owner, and other CM elements.

EXHIBIT B

PAYMENT
(NEGOTIATED HOURLY RATE)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR Part 31.

1. **Hourly Rates**

   The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the CITY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **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 subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the CITY's Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with the 48 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 the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Contingencies**

   If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

4. **Maximum Amount Payable**

   The maximum amount payable by the CITY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable is comprised of the total amount authorized and the contingencies. The maximum amount payable does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

5. **Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced 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 project at the time of the interview.

6. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work 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 CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements 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 CITY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

7. **Inspection of Cost Records**

The CONSULTANT and their subconsultants shall keep available for inspection by representatives of the CITY, for a period of three (3) years after 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT C

CONSULTANT FEE DETERMINATION

PROJECT: Critical Area Documentation in Farrel McWhirter Park

NEGOTIATED HOURLY RATES:

Classification		Hours	x	Rate	=	Cost
1.	Principal in Charge	10		196.00		$1,960.00
2.	Project Manager	95		182.00		$17,290.00
3.	Project Assistant	24		125.00		$3,000.00
4.	Hydraulic Stream Engr	13		120.00		$1,560.00
5.	Engineer II	90		88.00		$7,920.00
6.	CAD	62		104.00		$6,448.00
7.	Admin I	10		63.00		$630.00
8.	Admin II	12		83.00		$996.00
9.	Principal Surveyor	23		172.00		$3,956.00
10.	Survey Project Manager	38		101.00		$3,838.00
11.	Survey CAD	52		83.00		$4,316.00
12.	Field Tech IV	70		86.00		$6,020.00
13.	Field Tech III	70		79.00		$5,530.00
14.	Principal Biologist	90		196.00		$17,640.00
15.	Senior Ecologist	16		163.00		$2,608.00
16.	Biologist	278		85.00		$23,630.00
17.	Env Scientist Permitting	2		175.00		$350.00

TOTAL = $ 107,692

REIMBURSABLES:

Mileage	220
Reproduction-Exhibits	100
GPS	540
	= $ 860

SUBCONSULTANT COSTS (See Exhibit D): = $ 0

TOTAL = $ 108,552

CONTINGENCIES: = $ 10,860

GRAND TOTAL: = $ 119,412

EXHIBIT D

SUBCONTRACTED WORK

The CITY permits subcontracts for the following portions of the work of the AGREEMENT:

SUBCONSULTANT	WORK DESCRIPTION	AMOUNT

TOTAL = $0

EXHIBIT D-1

SUBCONSULTANT FEE DETERMINATION

PROJECT: _____

COMPANY NAME: _____

NEGOTIATED HOURLY RATES:

Classification	Hours x	Rate	=	Cost
	x		$	
	x			
	x			
	x			
	x			
	x			
	x			
	x			
	x			

TOTAL = $_____

REIMBURSABLES:

"Itemized" = $_____

GRAND TOTAL: = $_____0_____

EXHIBIT E

TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

1. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to non-discrimination in the same manner as in federally assisted programs of the CITY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT.

2. NON-DISCRIMINATION: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.

3. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

5. SANCTIONS FOR NON-COMPLIANCE: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.