

**RapidRide Intelligent Transportation System Agreement
by and between King County and the City of Redmond, Washington**

This RAPIDRIDE INTELLIGENT TRANSPORTATION SYSTEM AGREEMENT ("Agreement") is made by and between KING COUNTY by and through the King County Department of Transportation, Metro Transit Division, hereinafter the "County" and the CITY OF REDMOND, hereinafter the "City," both of which entities may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, on or about December 17, 2008, King County and the City of Redmond and the City of Bellevue each executed the Transit Service Speed and Reliability Partnership Agreement ("Partnership Agreement"), which is hereby incorporated by reference into this Agreement as if fully set forth herein, and agreements for the Operation and Maintenance of Transit Signal Priority, which were exhibits 6 and 7 to the Partnership Agreement; and

WHEREAS, the Partnership Agreement commits King County and the City of Redmond to work together to develop and install the Intelligent Transportation Systems ("ITS") required to support transit signal priority ("TSP") and real time transit information signs; and

WHEREAS, the Partnership Agreement and Operation and Maintenance of Signal Priority Agreement commit the Parties to execute an agreement governing the fiber optic resources required to support the ITS elements to implement the Partnership Agreement; and

WHEREAS the Parties have mutually agreed on the final design for the ITS elements that will support the TSP system and related equipment; and

WHEREAS, the Parties have reached agreement on the location and components of the fiber optic cable and conduit resources as provided in the County's King County B-Line ITS Corridor Improvements Construction Contract No. C00501C10 ("Contract No. C00501C10") plans, copies of which are attached hereto as Exhibit 1 and incorporated herein by reference into this Agreement as if fully set forth herein;

NOW IN CONSIDERATION of the mutual provisions, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to identify specific details regarding:

- A. City-owned fiber optic cable and conduit resources that the City will make available for County use.
- B. The County-owned fiber optic cable, power and other communication conductors the County will install in City conduits.
- C. The County-owned fiber optic cable, power and other communication conductors the County will install in new conduits.
- D. The County installed fiber optic cable and fiber patch panels for the City's exclusive use, to support a set of agreed upon RapidRide transit ITS elements as provided in the Partnership Agreement.
- E. The terms and conditions for the financing, ownership, and maintenance of the TSP compatible traffic control cabinets (i.e. 332 RapidRide Communication Cabinets, 336A RapidRide Communication Cabinets and double door P cabinets - as described in Contract No. C00501C10) that are required to operate the agreed upon RapidRide transit ITS elements.

2. City Responsibilities

- 2.1 The City shall provide the County with usage rights of certain City-owned fiber optic strands and conduit to meet the needs identified in the Partnership Agreement. These fiber optic strands shall terminate at the City-owned double door P cabinets and County-owned 336A RapidRide communication cabinets and these strands and terminal points have been specifically identified in Contract No. C00501C10 and on the plans attached hereto as Exhibit 1.
- 2.2 The City shall install three (3) double door P cabinets supplied by the County within 5 weeks after the County delivers the cabinets and all related equipment to the City, the City completes testing of the cabinets and equipment and determines them to be satisfactory for use. The City will make a good faith effort to complete the testing of the cabinets and equipment within 2 weeks upon receiving all the hardware.
- 2.3 The City shall provide the County with access to its existing traffic signal cabinets (as shown in Contract No. C00501C10) to install interface panels, within 48 hours after the City is contacted by the County. The City will also allow the County or its contractor to pull and terminate communication conductors from the County's 336A RapidRide Communication cabinets to the interface panel in the City's traffic signal cabinets.
- 2.4 For all non-emergency situations, City personnel will contact the County if City personnel need to access the upper compartment of the double door P cabinet. However, in emergency situations where the cabinet is seriously damaged or dislodged from its foundation due to an accident, severe weather or unforeseen event, City personnel may make any necessary repairs to the cabinet and then notify the County.
- 2.5 The City shall pay for the electricity required to operate all of the equipment housed in the 332 and 336A RapidRide Communication, and double door P-cabinets. The electricity will be supplied by Puget Sound Energy or its successor in interest as its interest may appear. The City will allow the County's contractor to install all conduit and wiring needed as provided in the County's Construction Contract No. C00501C10.
- 2.6 The City shall provide a right-of-way use permit to work within the City's rights-of-way and grant the necessary rights for the continuing existence of the County's improvements in the City's rights of way in accordance with this Agreement. The right-of-way use permit shall contain the City's standard terms, as shown in Exhibit 2 hereto, and the rights for continuing existence granted under this Agreement shall be subject to the terms and conditions of this Agreement, including the following conditions:
 - 2.6.1 The County shall keep ITS improvements installed by the County pursuant to this ITS Agreement ("County ITS Improvements") in good order and repair and shall comply with all City requirements for undertaking work in the right of way when installing, repairing, or replacing the County ITS Improvements.
 - 2.6.2 Relocation at City's Request.
 - 2.6.2.1 If the City requests relocation of the County ITS Improvements in City right-of-way for the purposes of making street improvements or other public improvements solely by the City, the County ITS improvements will be relocated subject to the following conditions:
 - The City must provide 180 days notice to the County prior to the date by which the County ITS Improvements must be relocated.
 - The City and the County shall coordinate the design of the relocated County ITS Improvements.

- The County must approve the design, such approval not to be unreasonably withheld or delayed.
- Unless otherwise agreed to by the Parties, the County shall perform the relocation.
- Prior to starting construction of the relocated County ITS Improvements, the City and County shall agree on how the cost of the relocation, including costs of delays caused by the County, will be shared between the City and County. The Parties shall attempt to resolve disputes regarding cost allocation using the dispute resolution process provided in Section 10 below.

2.6.2.2 If the City requests relocation of the County ITS Improvements for any purpose other than making street improvements or other public improvements solely by the City, the County ITS Improvements will be located subject to the following conditions:

- The City must provide 180 days notice to the County prior to the date by which the County ITS Improvements must be relocated.
- The City and County shall coordinate the design of the relocated County ITS Improvements.
- The County must approve the design, such approval not to be unreasonably withheld or delayed.
- Unless otherwise agreed to by the Parties, the County shall perform the relocation.
- The City shall reimburse or cause a third party to reimburse the County for all costs the County incurs as a result of the design and relocation of the County ITS Improvements.

2.6.3 Relocation at County's Request.1. If the County requests relocation of the County ITS Improvements in City right of way for any purpose:

- The County must provide 180 days notice to the City prior to the date by which the County ITS improvements are to be relocated.
- The City and the County shall coordinate the design of the relocated County ITS Improvements.
- The City must approve the design, such approval not to be unreasonably withheld or delayed.
- Unless otherwise agreed to by the Parties, the County shall perform the relocation.
- The County shall pay fees for any and all required permits for the relocation and shall reimburse the City for all costs incurred as a result of the design and relocation of the County ITS improvements other than the cost of City staff time spent on such activities.

2.6.4 City's Need for City-Owned Fiber Strands.

2.6.4.1 In the event that the City determines, in its sole discretion, that the City has need for the fiber optic strands or conduit to which the County is granted use rights under this Agreement:

- The City must provide 180 days notice to the County of the City's need for use of the fiber strands or conduit.
- The County and the City shall confer regarding possible alternatives to the City's needs and possible alternatives that could provide the County with the communications capability of the fiber optic strands or conduit needed by the City.
- In the event that the City and the County cannot agree on an alternative, the Parties shall use the dispute resolution process provided in Section 10 of this Agreement in order to resolve the matter.

3. County Responsibilities

- 3.1 The County or its contractor will construct and install fiber optic cable, conduit, wiring, and related equipment within the City's rights-of-way in accordance with this Agreement, the County's Contract No. C00501C10, the plans attached hereto as Exhibit 1, and the right of way use permits granted by the City under Section 2.6. Upon the City providing the County with access to existing traffic signal cabinets, the County or its contractor will pull and terminate communication conductors from the County's 336A Rapidride Communication Cabinets to the interface panel in the City's traffic signal cabinets.
- 3.2 In the event of any emergency in which the County's facilities installed pursuant to this Agreement and located in or under any public way breaks or is damaged, the County shall notify the City of the damage and the need for repair by calling the City at (425) 556-2701 (twenty-four hours per day seven days per week) or such other telephone number as the City may provide from time-to-time. After such notification, the County shall immediately take the proper emergency measures to repair its Facilities without first applying for and obtaining a right-of-way use permit from the City. However, this shall not relieve the County from the requirement of obtaining any permits necessary for the emergency work after the work has been completed.
- 3.3 The County will be responsible for locating its fiber and electrical wiring from the City cabinets to the County ITS cabinets for any future "one-call" requests.
- 3.4 The County will coordinate with the City and Puget Sound Energy as to any new electrical service connections required from Puget Sound Energy.
- 3.5 The County plans to install approximately 1,295 feet of new conduit and approximately 18,050 feet of new fiber optic cable all identified on the plans attached to this Agreement as Exhibit 1.
- 3.6 In consideration of the use of the City's fiber optic strands and conduit resources, the County shall provide the following for the City's use, ownership and maintenance:
 - A. NE 46th Street/148th Avenue NE Traffic Signal Interconnect:
The County shall install, splice and terminate, per Contract No. C00501C10, 12 additional fibers for the City in the County's lateral fiber optic communications cable to the intersection of NE 46th Street/148th Avenue NE.
 - B. Fiber Optic Connection between Redmond City Hall and Overlake Fiber Ring:
The County shall install, splice and terminate, per Contract No. C00501C10, 12 additional fibers for the City with the shared fiber optic cable for the connection between the vault located 100 ft south of NE 85th Street and 154th Avenue NE to the Redmond City Hall. The County will splice the necessary fibers to provide a communication connection between Redmond City Hall and the 72-count Overlake fiber optic trunk. The County shall also install, splice, and terminate, per the construction plans, a new 12-count

lateral fiber cable from the same splice vault at 154th Avenue NE into the traffic signal controller cabinet at the intersection of NE 8th Street and 154th Avenue NE.

- C. Fiber Optic Connection between Redmond City Hall and NE 85th St/160th Avenue NE:
The County shall install, splice and terminate, per Contract No. C00501C10, a 12-count fiber optic cable from the splice vault located in front of City Hall on the northwest corner of the intersection of NE 85th Street and 158th Avenue NE to the traffic signal controller cabinet at the intersection of NE 85th Street and 160th Avenue NE a link from Redmond City Hall to the signalized intersection.

- 3.7 The County shall purchase 3 double door P cabinets, per the information provided by the City, from the City's traffic signal cabinet vendor for the City to install. These cabinets shall meet all City standards and include all electrical components needed to have a fully operational signal cabinet to deploy in the field. Traffic control required for installation shall be coordinated with and provided by the County's contractor.
- 3.8 *The County or its contractor will install the TSP interface panel in the City's traffic signal cabinets located in the same roadway intersection as the County installed 336A RapidRide Communication cabinets. The TSP interface panel is required to connect the City-owned traffic controller with the County-owned transit priority request generator in the 336A RapidRide Communication cabinet.*
- 3.9 The County shall provide the City with record drawings reflecting final constructed improvements installed pursuant to this Agreement. These shall be prepared per the City's Record Drawing standards.

4. Ownership and Maintenance and Cost Sharing

- 4.1 The City will continue to own all of the City-owned fiber optic strands and conduits it has made available to the County.
- 4.2 The City will own and maintain the fiber optic cable and patch panels which the County will install for the City as provided in Section 3.6 of this Agreement.
- 4.3 The County will own and maintain all new fiber optic cable, conduit and other communication resources it installs between the County's 336A RapidRide Communication cabinets and the nearest junction box or vault. The County will own and maintain the 336A RapidRide Cabinets, and will be responsible for any costs to repair if they are damaged.
- 4.4 With regard to conduit owned by the City in which the County has installed fiber cable pursuant to this Agreement, the County will contribute a pro-rated share of the actual cost for the City to replace or repair such conduits and the fiber cables therein damaged through no fault of the City or the County based on the total number of strands of fiber in the conduit compared with the number of strands of fiber in the conduit installed by County. Except in the event of an emergency necessitating immediate action, the City shall provide advance written notice of such costs to replace or repair such damage. The County may approve the repairs at such costs or the County may elect to cease using its fiber optic cable and conduit and to release all rights to such cables and conduits to the City.
- 4.5 The City will work with the County to minimize any downtime to the RapidRide transit ITS elements caused by the City's repair or replacement of any of the fiber optic cable and conduit. The City will make a good faith effort to limit service outages to no more than 2 days.
- 4.6 The City will own and maintain the three double door P-cabinets funded by this Agreement, which the County will convey and quitclaim to the City, without representation or warranty from the County, by appropriate instrument. This includes all City-supplied equipment and the

TSP interface panel housed in the lower compartment of this cabinet. The County shall assign all manufacturer's warranties on the cabinets and equipment to the City.

- 4.7 The County will, own and maintain all County-supplied equipment housed in the upper compartment of the double door P-cabinets after the City completes installation of the three new double door P-cabinets.
- 4.8 The County will maintain the fan located in the upper portion of the double door P-cabinets. The fan is required for the operation of both the upper and lower compartments of the cabinet. County personnel will arrange to meet with City personnel in the field to gain access to the lower portion of the cabinet if necessary to effect fan repairs.
- 4.9 The County will own and maintain the light and the power disconnect in the upper compartment of the double door P-cabinets.
- 4.10 If a power shut off in the lower cabinet is required at any time for repairs to County devices in the upper compartment of the cabinet, County personnel will arrange to meet with City personnel in the field to affect any required power shut off. City staff will respond to the County's request for this work within 24 hours or on the following Monday if this request is placed on Friday.

5. Use and Grants

- 5.1 The City grants to County the exclusive use of the upper compartment of the double door P-cabinets. This compartment will be used to house TSP related and communication equipment needed to operate the in-street transit network that is an extension of the King County wide area network.
- 5.2 The County grants to the City exclusive use of the fiber optic cable and patch panels that the County will install pursuant to Section 3.6 of this Agreement.
- 5.3 The City grants the County the exclusive rights to City owned fiber strands provided in the plans attached as Exhibit I of this Agreement.
- 5.4 The City grants the County the right to maintain the County's equipment installed pursuant to this Agreement in City's rights of way in accordance with this Agreement, and in the locations identified in Exhibit I and Contract No. C00501C10 or as hereafter agreed upon by the parties as provided for in Section 2.6 above.

6. Indemnification and Legal Relations

- 6.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture, agent-principal relationship or partnership is formed as result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.
- 6.2 Each party shall comply and shall ensure that its contractors and subcontractors comply with all federal, state and local laws, regulations, and ordinances applicable to work and services to be performed under this Agreement.
- 6.3 Each Party shall defend, indemnify, and hold harmless the other party, its elected officials, officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or award of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions in performing any action contemplated by this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, its employees and agents, acting within the scope of their employment as such, as it is for the acts and omission of its own employees and agents. Each

Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The forgoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon.

- 6.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 6.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 6.6 The provisions of this Section shall survive any expiration or termination of this Agreement and may not be amended by the Parties unless the Partnership Agreement is also amended. In the event of a conflict between this section 6 and the Partnership Agreement, the Partnership Agreement shall control.

7. Insurance.

The County shall at its expense procure and maintain throughout the period of this Agreement, the following insurance policies:

- 7.1 Commercial Liability insurance in amounts of not less than a combined single limit of \$2,000,000 or in such other amounts as the City may from time to time reasonably require, insuring the County, the City, the City's agents and their respective affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the City right of way;
- 7.2 Commercial Liability insurance described in (a) above, shall include coverage for Bodily Injury and Property Damage Liability, Personal Injury liability and containing endorsements covering Contractual Liability, Fire Legal Liability and Stop-Gap coverage endorsements sufficient to cover the County indemnity obligations hereunder;
- 7.3 Automobile Liability insurance in amounts of not less than a combined single limit of \$1,000,000 covering the County's owned, non-owned, leased or rented vehicles;
- 7.4 All-risk Property insurance covering the full value of the County's ITS Improvements and the City's improvements located in the portion of the City right of way occupied by the ITS Improvements;
- 7.5 Workers' Compensation and Employers' Liability in accordance with the provisions of Title 51 of the Revised Code of Washington and covering the County's employee's industrial accidents and injuries.
- 7.6 Prior to starting installation of the County's ITS Improvements, the County shall furnish the City with a Certificate(s) of Insurance, executed by a duly authorized representative of each insurer, or other acceptable evidence of insurance, showing compliance with the insurance requirements set forth above and naming the City as an additional insured.
- 7.7 Notwithstanding the requirements of this section of the Agreement, the City acknowledges, agrees, and understands that the County currently maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. The County agrees to maintain, through its Self-Insurance program or an alternative risk of loss financing program, coverage for all of its liability exposures, licensed property exposures, and workers

compensation and employers liability exposures, for the duration of this Agreement. The County agrees to provide the City with a certified letter confirming that the County maintains a Self-Insurance program as adequate proof of liability, property, workers compensation and employers liability coverage and provide the City with at least thirty (30) days prior written notice of any material change in the County's Self-Insurance or alternative risk of loss financing program.

- 7.8 The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to add the City as an additional insured.
- 7.9 In the event the County, after commencement of this Agreement elects to terminate its self-insured status and secure commercial liability coverage, the County will promptly notify the City and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington. The County's policy shall name the City as an "additional insured," and the County's policy shall be primary and non contributory to any coverage maintained by the City. The County agrees to waive all rights of subrogation against the City for all claims by third parties arising under this Agreement.
- 7.10 Coverage, if obtained by the County in compliance with this section, shall not be deemed as having relieved the County of any liability.

8. Effective Date and Term of Agreement

- 8.1 This Agreement shall take effect upon signing by both Parties and shall run concurrently with the executed the Partnership Agreement.
- 8.2 In the event the Partnership Agreement is terminated, the Parties will have the option to extend this Agreement on terms agreeable to the Parties, particularly if the City elects to enable the County to continue to operate the transit ITS elements including without limitation the real time transit information signs and the TSP.
- 8.3 Upon termination of the Partnership Agreement, the Parties shall mutually agree upon disposition of owned equipment.

9. Identification of Contacts at City and County

For purpose of administering this Agreement, including receipt of all official communication and management of agreed upon operations and maintenance protocols, the official contacts are as follows:

John Toone
Senior ITS Project Manager
King County Metro
201 S Jackson Street, KSC-TR-0819
Seattle, WA 98104

Rob Crittenden
Traffic Operations Manager
City of Redmond – Public Works Dept
PO Box 97010, MS 2NPW
Redmond, WA 98073-9710

Any change in agency contacts from those noted above shall be communicated in writing to the other Party.

10. Dispute Resolution

10.1 Procedure.

10.1.1 The Parties will work collaboratively in accordance with the following steps to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority. The official contacts identified in Section 8 herein shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each official contact shall notify the other in writing of any problem or dispute the official contact believes needs formal resolution. This written notice shall include: (1) a description of the issue to be resolved; (2) a description of the difference between the Parties on the issue; and (3) a summary of steps taken by Designated Representative to resolve the issue. The official contacts shall meet within three (3) business days of receiving the written notice and attempt to resolve the dispute. In the event the official contacts cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), the City of Redmond Public Works Director and the General Manager of the Transit Division of the King County Department of Transportation shall meet within seven (7) business days of receiving notice from an official contact and engage in good faith negotiations to resolve the dispute. With the consent of the other Party, the Public Works Director or the General Manager of the Transit Division may designate a representative to act on their behalf in this dispute resolution process.

10.1.2 In the event the Parties are unable to timely resolve the dispute utilizing the process set forth in Section 10.1 above, the Parties shall submit the matter to a non-binding mediation as set forth herein. The mediation shall be conducted by an mediator agreed upon by the Parties from Judicial Dispute Resolution (JDR) unless the Parties agree to use a mediator from a different organization. The Parties agree to split equally the fee for the services of JDR and/or the selected mediator. If the mediation does not result in voluntary resolution of the dispute, the Parties will request that the mediator issue a non-binding memorandum of opinion or similar report regarding his or her recommended resolution of the dispute. 10.2 Exhaustion. The Parties agree that they shall have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps outlined in Section 10.1 herein are exhausted; provided that this requirement shall not apply if the applicable statute of limitations will run during the time that may be required to exhaust the procedural steps set forth above.

Signatures on Following Page

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 21 day of July 2011.

CITY OF REDMOND

By John Marchione
John Marchione, Mayor

Attested:

By Michelle M. Ghee
City Clerk

Approved as to Form:

By James Haney
James Haney
City Attorney

King County

By: Kevin Desmond
Kevin Desmond
General Manager
King County Metro Transit

Approved as to Form:

By Scott Johnson
Scott Johnson
Senior Deputy Prosecuting Attorney

EXHIBIT 1

RAPIDRIDE INTELLIGENT TRANSPORTATION SYSTEM AGREEMENT

Plans from King County B-Line ITS Corridor Improvements Construction Contract No. C00501C10

EXHIBIT 2

RAPIDRIDE INTELLIGENT TRANSPORTATION SYSTEM AGREEMENT

Right of Way Permit - GENERAL PERMIT CONDITIONS

1. Applicant agrees to comply with all City of Redmond regulations, standard specifications and details.
2. Call **ONE CALL** for locates two (2) working days before you dig @ 811 OR 1-800-424-5555.
3. Notify the Construction Division at (425) 556-2723 (a) forty-eight (48) hours prior to the start of work, (b) whenever location is changed, and (c) for final inspection upon completion of work. Provide permit number, location, type of work, contractor name and telephone number.
4. Pavement cuts and utility installations within the right-of-way shall be performed with methods approved by the City. Trench restoration within the right-of-way shall be as indicated on Standard Detail No. 201, asphalt restoration detail per No. 202 and 300, of the Standard Specifications. All other areas disturbed or impacted by construction activities shall be restored to an equal or better condition.
5. Signs, cones, barricades, and all other traffic control devices to protect and control pedestrian and vehicular traffic in the construction area shall be used in accordance with the latest revision of the "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Part VI". The contractor performing the work shall submit a traffic control plan for review and approval by the Traffic Engineer seventy-two (72) hours prior to the start of work.
6. Vehicular and pedestrian access to properties shall be maintained at all times and coordinated with affected property owners. Construction notices to be provided 2 days prior to the start of work. Two-way traffic shall be maintained at all times unless approved otherwise by the Traffic Engineer.
7. Where excavation is occurring, barricades are required to separate the work area from pedestrians/public. Contractor shall post and maintain proper barricades and comply with all applicable safety regulations during the period of construction as required by the ordinances of the City and the laws of the State of Washington, including RCW 39.04.180 & WAC 296-155 Part N for the construction of trench safety systems.
8. Erosion and Sediment Control shall meet the requirements of the Clearing, Grading, and Storm Water Management Code, RCDG 20E.90.10. Contractor is required to provide protection of the City stormdrain system. Concrete trucks are required to use a designated washout area.
9. If any existing landscaping and/or irrigation systems are damaged or removed, they shall be restored to original condition.

10. The Contractor is alerted to the City's Noise Standards, RCDG 20D.100. Work hours are limited to the following:

Monday through Friday 7:00 am to 7:00 pm
Saturday 9:00 am to 6:00 pm
Sunday or legal holiday Prohibited

Under extremely limited conditions work hours may be expanded, as approved by the City, for work that cannot be undertaken during standard work hours.

11. A copy of the approved *Right of Way Use Permit* is required to be on site at all times.

12. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and 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.