

CC#8044-1

Lease No.: TR-01-13382

I.C. #: 01-17-10997

Redmond Technology Station Pedestrian Trail Bridge

## AMENDMENT NUMBER 1

to

## TRAIL LEASE

THIS AMENDMENT NUMBER 1 (Amendment) to that certain Trail Lease entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) and the CITY OF REDMOND, executed by WSDOT on January 7, 2016, and as further designated by WSDOT as Trail Lease TR-01-13382, I.C. No. 1-17-10997, is entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), and the CITY OF REDMOND, (TENANT) a Washington State municipal corporation.

### RECITALS

A. WSDOT and TENANT entered into that certain Trail Lease designated by WSDOT as Trail Lease TR-01-13382, I.C. No. 1-17-10997 (Lease) and executed by WSDOT on January 7, 2016.

B. **Section 28** of the Lease authorizes modification of the Lease by written amendment signed by both parties.

C. WSDOT and TENANT desire to amend the Lease to allow a design change to the Trail Facility, which increases the size and changes the location of the footprint of the Trail Facility.

D. WHEREAS, TENANT, Central Puget Sound Regional Transit Authority (Sound Transit) and the Microsoft Corporation are amending the agreement identified as **Exhibit A** to this lease, and WSDOT is not a party to said agreement, WSDOT and TENANT have decided to remove Exhibit A from this lease.

E. WHEREAS, TENANT desires to change the name of this Trail Facility from "Overlake Transit Center Pedestrian Bridge" to "Redmond Technology Station Pedestrian Trail Bridge."

### AGREEMENT

NOW, THEREFORE in consideration of the terms and conditions herein, the Lease is modified as follows:

Redmond Technology Center Pedestrian Trail and Bridge

1. All capitalized terms used herein and defined herein have the respective meanings set forth in the Lease or, if not defined in the Lease, have their ordinary and usual meaning. All Section and Exhibit references herein, if any, are to the Sections and Exhibits of the Lease unless otherwise stated.

2. **Exhibit B** and **Exhibit C** are replaced in their entirety by **Exhibit B-1** and **Exhibit C-1**, which are attached hereto and by this reference incorporated herein.

3. **Section 1. Premises** is replaced in its entirety to read as follows:

**1. Premises**

A. WSDOT leases to TENANT, and TENANT hereby leases from WSDOT, the premises (Premises) located in the Northeast Quarter of the Northwest Quarter of Section 23, Township 25 North, Range 5 East, W.M., in the city of Redmond and known to be a portion of the highway right of way of SR 520, NE 40<sup>th</sup> St. Interchange, sheet 2 of 5 sheets approved on November 6, 1998, and as further shown hachured on **Exhibit B-1**.

B. The Premises is approximately 22,555 square feet. The underside of the pedestrian bridge structure with appurtenances is located above State Route (SR) 520 and shall be no less than 17.50 feet above the paved surface of the underlying SR 520 right of way (NAVD 1988), and no less than 13.00 feet above the existing WSDOT SR 520 trail surface.

C. The west side of the Premises leaves WSDOT right of way between STA. LL 518+92.44 158.70' LT and STA. LL 519+43.08 160.81' LT and enters onto private property. A new ADA accessible pedestrian/bike ramp will be constructed from the west end of the Trail Facility outside of WSDOT right of way. The new ADA pedestrian/bike ramp will be at ground level at STA. LL 523+24+/- 184' LT, where there will be a 12 foot access break to enter onto an existing pedestrian/bike trail inside WSDOT right of way. A new staircase will be constructed from the west end of the Trail Facility outside of WSDOT right of way. The new staircase will be at ground level at STA. LL 519+97+/- 163.57' LT, where there will be a 12 foot access break to enter onto an existing pedestrian/bike trail inside WSDOT right of way. A recorded easement from each abutting property owner where the Trail Facility leaves the Premises, conveying unrestricted ingress, egress and use of the Trail Facility to the public over the abutting property will be obtained by TENANT as set forth in Section 2.A of the Lease.

4. **Section 8. Operation, Maintenance, Repair and Replacement of Bridge and Premises** is replaced in its entirety to read as follows:

**8. Operation, Maintenance, Repair and Replacement of Bridge and Premises**

Redmond Technology Center Pedestrian Trail and Bridge

A. TENANT, as owner of the Trail Facility, which includes the pedestrian bridge located on the Premises, shall perform or cause to be performed, at its sole expense, all operation, maintenance, reconstruction, repair, and/or removal of any or all components of the Trail Facility, which includes the pedestrian bridge, including but not limited to keeping the Trail Facility, pedestrian bridge, and Premises in good condition, both as to safety and appearance, to the sole satisfaction of WSDOT.

B. WSDOT, or its agents or contractors, shall perform the regular inspection of the pedestrian bridge structure as required by the Code of Federal Regulations 23 CFR 650, subpart C, National Bridge Inspection Standards (NBIS). TENANT shall be responsible for and shall reimburse WSDOT for all pedestrian bridge structure inspection costs, including but not limited to materials, equipment, labor, overtime, traffic control, and per diem costs pursuant to **Section 22**. Inspections will be conducted on a twenty-four (24) month cycle, or more frequently, as solely determined by WSDOT's Bridge Maintenance Engineer. TENANT shall contact WSDOT's Bridge Preservation Engineer at 360-570-2556 to arrange for any additional bridge inspections or to obtain prior written approval for any structural bridge repairs or pavement overlays.

C. TENANT, as owner of the Trail Facility, which includes the pedestrian bridge, shall be responsible for all costs to replace or repair all damage to the Trail Facility and pedestrian bridge and appurtenances and/or associated TENANT improvements on the Premises or off the Premises that might adversely affect the Premises, caused by TENANT, its employees, invitees, contractors, third parties, and/or acts of God. Any TENANT work, including repair, maintenance, construction or reconstruction that is related to the safety or structural integrity of the Trail Facility, which includes the pedestrian bridge structure, requires WSDOT's prior written approval. WSDOT shall be responsible for first response activities for damages or impacts to SR 520 caused by the location, use, repair, maintenance, construction, reconstruction, and operation of the Trail Facility, which includes the pedestrian bridge, including the use of such facility by pedestrians, bicyclists, and any other user of whatever kind. TENANT agrees to reimburse WSDOT for all first response costs as a result of the TENANT's use of the Premises, including but not limited to materials, equipment, labor, overtime, and per diem costs pursuant to **Section 22**.

D. TENANT shall prevent water draining from the Premises from affecting SR 520 in any way, including but not limited to water from leaking membranes, irrigation systems and/or leaking drainage standpipes. In the event water from the Premises does affect SR 520, TENANT will immediately perform repairs to stop the leak(s) or water drainage affecting the SR 520 facility. If TENANT fails to perform repairs within 24 hours of receipt of written notice from WSDOT, or in an emergency as determined solely by

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WSDOT, WSDOT reserves the right to perform the repairs, and TENANT agrees to reimburse WSDOT for all costs of said repairs pursuant to **Section 22**.

E. TENANT shall provide WSDOT with traffic control plans for WSDOT review and approval in advance of any TENANT authorized work or activity on the Premises or off the Premises which may result in traffic impacts to SR 520. WSDOT shall review and approve, modify, or reject the TENANT's plans within fifteen (15) business days after receipt of plans. If WSDOT rejects the plans, WSDOT will cooperatively work with the TENANT to develop acceptable plans.

F. TENANT agrees that it shall be additionally responsible for the following specific maintenance and operational items, at its sole cost and expense, without further liability to WSDOT:

(1) Security and law enforcement for the Premises, including but not limited to the immediate removal of individuals with their possessions, when such individuals are occupying the Premises for any other reason than the intended use of the Trail Facility, which includes the pedestrian bridge. For the purpose of this lease, the intended use of the Trail Facility, which includes the pedestrian bridge is to provide an alternative access route over SR 520 for pedestrians using non-motorized modes of transportation; therefore the parties recognize that the Trail Facility occupies limited access right of way and is not the equivalent of a city street;

(2) Graffiti removal from all real and personal property, including but not limited to all Trail Facility, pedestrian bridge, and SR 520 fixtures and appurtenances. TENANT shall in no way interfere with any highway operation, maintenance, or construction, traffic flow, or impact the safety of the traveling public on SR 520 when removing graffiti. TENANT agrees to inspect the Premises at least once per month;

(3) Litter control on an as needed basis in accordance with adopted TENANT maintenance standards and practices or upon WSDOT notification and/or inspections;

(4) Sweeping the Premises on an as needed basis in accordance with adopted TENANT maintenance standards and practices; and

(5) Immediate removal from the Premises and disposal of all unauthorized signs, banners, etc., including those related to commercial advertising, political campaigns and/or protests. If TENANT fails to remove and dispose of said signs, banners, etc., within 24 hours of receipt of written notice from WSDOT, WSDOT reserves

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the right to perform such work, and TENANT agrees to reimburse WSDOT for all costs to remove and dispose of said signs, banners, etc. pursuant to **Section 22**.

(6) TENANT shall be responsible for all landscaping and weed control on the Premises. TENANT agrees to prevent and/or repair any damage to WSDOT's facilities caused by vegetation and/or trees on the Premises. If TENANT fails to repair said damage within thirty (30) calendar days of receipt of written notice from WSDOT, WSDOT reserves the right to perform such work, and TENANT agrees to reimburse WSDOT for all costs associated with such work pursuant to **Section 22**.

G. TENANT warrants that any landscaping planted and maintained on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or component of WSDOT's highway facility or operation thereof, or adversely affect traffic safety. TENANT warrants that any WSDOT-owned vegetation disturbed during the Trail Facility which includes the pedestrian bridge's operation and maintenance shall be replanted or replaced, at TENANT's sole cost and expense, to the satisfaction of the WSDOT. Application of pesticides and herbicides upon the Premises shall be performed by, or under, the direct supervision of TENANT's officers, officials, employees, and/or agents who possess a current Public Operator or Commercial Pesticide Operator license. Washington State Department of Agriculture Pesticide Application Records shall be kept by the TENANT for each application in accordance with chapter 17.21 RCW and be available for review by the WSDOT within five (5) calendar days of WSDOT's request for the records.

H. If TENANT fails to maintain any and all components of the Premises as provided herein, the WSDOT may perform such maintenance after providing the TENANT with thirty (30) calendar days written notice of such maintenance default, and TENANT agrees to reimburse the WSDOT for such maintenance costs pursuant to **Section 22**.

5. The effective date of this Amendment is the first day of the month following execution by WSDOT.

6. All other terms and conditions of the Lease shall remain in full force and effect as modified by this Amendment. The provisions of the Lease, as modified by this Amendment, shall apply equally to any and all other provisions in the Amendment as though the modified provisions were original, but all of which together shall constitute one and the same instrument. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall govern and control.

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7. The undersigned acknowledge that they are authorized to execute this Amendment Number 1 and bind their respective entity to the obligations set forth herein.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

Redmond Technology Center Pedestrian Trail and Bridge

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be effective as of the last date written below.


Signatures:

Accepted and Approved by:

CITY OF REDMOND

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

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

By:  \_\_\_\_\_  
Mike Cotten


Title: Mayor of the City of Redmond

Title: Regional Administrator  
Northwest Region

Dated: 6/21/19

Dated: 6.6.19

APPROVED AS TO FORM

By:  \_\_\_\_\_  
Assistant Attorney General

March 28, 2019

Redmond Technology Center Pedestrian Trail and Bridge

AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this 31 day of May, 2019 before me personally appeared Malisa Files to me known to be the ~~Mayor~~ <sup>Finance Director</sup> of the City of Redmond of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



Cheryl D Xanthos  
(Signature)

Cheryl D Xanthos  
(Print or type name)

Notary Public in and for the State of Washington  
residing at Redmond, WA

My commission expires 2/19/22



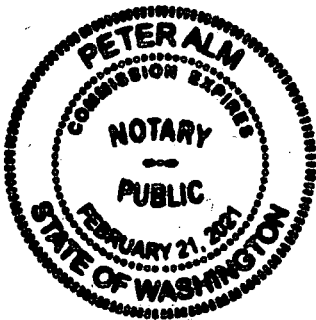
Redmond Technology Center Pedestrian Trail and Bridge

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this 6<sup>th</sup> day of June, 2019 before me personally appeared Mike Cotten, to me known to be the duly appointed NW Region Administrator and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 6<sup>th</sup> day of June, 2019.



*Peter Alm*  
(Signature) Peter Alm

Notary Public in and for the State of Washington  
Residing at: Bothell, WA  
My commission expires: 2-21-21

Not part of Lease

Lease Premises

CURVE DATA				
P.T. STATION	DELTA	RADIUS	TANGENT	LENGTH
L 511+04.56	57°14'09" LT	1000.00	1924.53	2929.48

T.25N. R.5E. W.M.  
CITY OF REDMOND

**LEGEND**

ACCESS TO BE PROHIBITED SHOWN THIS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET  
0 50 100

SHEET NO.	DATE	PERSON AND PROJECT NO.	SHEET NO.
10	WASH.		

THIS PLAN SUPERSEDES SHEETS 9 AND 10 OF 16 OF SR 520, NORTHROP INTERCHANGE TO JCT. SR 202, DATED FEBRUARY 6, 1995.

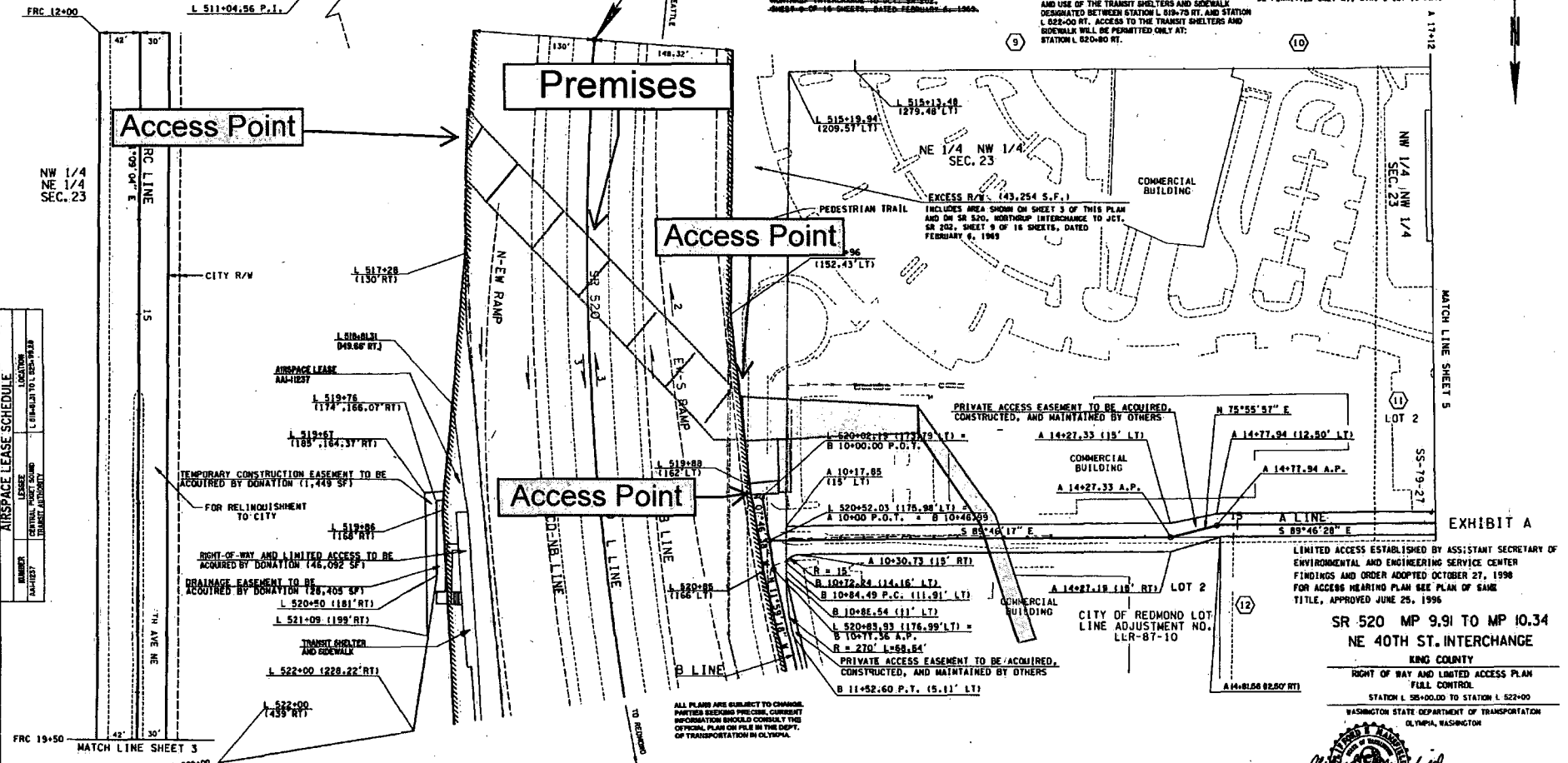
**ACCESS NOTES:**  
PEDESTRIAN AND BICYCLE TRAFFIC WILL BE PERMITTED ACCESS AND USE OF THE TRAIL DESIGNATED ON THE LT. BETWEEN STA. L 515+00 AND STA. L 527+50. ACCESS TO THE TRAIL WILL BE PERMITTED ONLY AT: STA. L 527+16 ALT.

**ACCESS NOTE:**  
PEDESTRIAN TRAFFIC WILL BE PERMITTED ACCESS AND USE OF THE TRAIL DESIGNATED ON THE LT. BETWEEN STATION L 520+00 AND STATION L 522+00 RT. ACCESS TO THE TRAIL SHELTERS AND SIDEWALK WILL BE PERMITTED ONLY AT: STATION L 520+00 RT.

(11) OVERLAKE INDUSTRIAL PARK NO. 2

**BEGINNING OF PLAN**  
STA. L 515+00.00 P.O.C.  
MP 9.91

FOR R/W AND L/A SOUTHERLY SEE SR 520, 10TH AVE. N.E. VIC. TO NE. 40TH ST. VIC. SHEET 22 OF 22 SHEETS, APPROVED AND ADOPTED JUNE 24, 2007.  
NORTHROP INTERCHANGE TO JCT. SR 202, SHEET 9 OF 16 SHEETS, DATED FEBRUARY 6, 1995.



**AIRSPACE LEASE SCHEDULE**

NUMBER	LOCATION	DATE	REMARKS
1	CENTRAL AIRSPACE	1-18-11	TRANSIT AUTHORITY
2	CENTRAL AIRSPACE	1-18-11	TRANSIT AUTHORITY

**TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED BY DONATION (1,449 SF)**

**FOR RELINQUISHMENT TO CITY**

**RIGHT-OF-WAY AND LIMITED ACCESS TO BE ACQUIRED BY DONATION (46,092 SF)**

**DRAINAGE EASEMENT TO BE ACQUIRED BY DONATION (28,405 SF)**

**TRANSIT SHELTER AND SIDEWALK**

LIMITED ACCESS ESTABLISHED BY ASSISTANT SECRETARY OF ENVIRONMENTAL AND ENGINEERING SERVICE CENTER FINDINGS AND ORDER ADOPED OCTOBER 27, 1996 FOR ACCESS HEARING PLAN SEE PLAN OF SAME TITLE, APPROVED JUNE 25, 1996

SR 520 MP 9.91 TO MP 10.34  
NE 40TH ST. INTERCHANGE

KING COUNTY  
RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL  
STATION L 520+00.00 TO STATION L 522+00  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON



REPORT JULY 2, 2003  
DEPUTY STATE DESIGN ENGINEER  
APPROVED NOVEMBER 6, 1996  
SHEET 2 OF 5 SHEETS

BEARINGS AND DISTANCES ARE BASED ON WASHINGTON COORDINATE SYSTEM NORTH ZONE (NAD-83/81). THE DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN THE GRID DISTANCES, MULTIPLY THE GROUND DISTANCE BY THE COMBINED FACTOR OF 0.99996003. THE COMBINED SCALE FACTOR IS DERIVED BY MULTIPLYING THE ELEVATION FACTOR OF 0.999934203 BY THE SCALE FACTOR OF 0.999979834.

Letter	Date	Project	Notes
Letter 6-26-07	7-26-07	Redmond Green Pathway Study	
Letter 4-10-06	4-28-06	Added Airspace Lease AA-11237 on NE 1/4 NW 1/4 SEC 23	
Letter 8-20-02	8-16-02	Added Pedestrian Access Note, Added Transit Shelter and Sidewalk	
Letter 6-26-02	6-26-02	Added Property Lines	

DRAWER: 40 SEQUENCE 088

D-1 R/W SR 520/58

**Exhibit B-1**

TR-1-13382

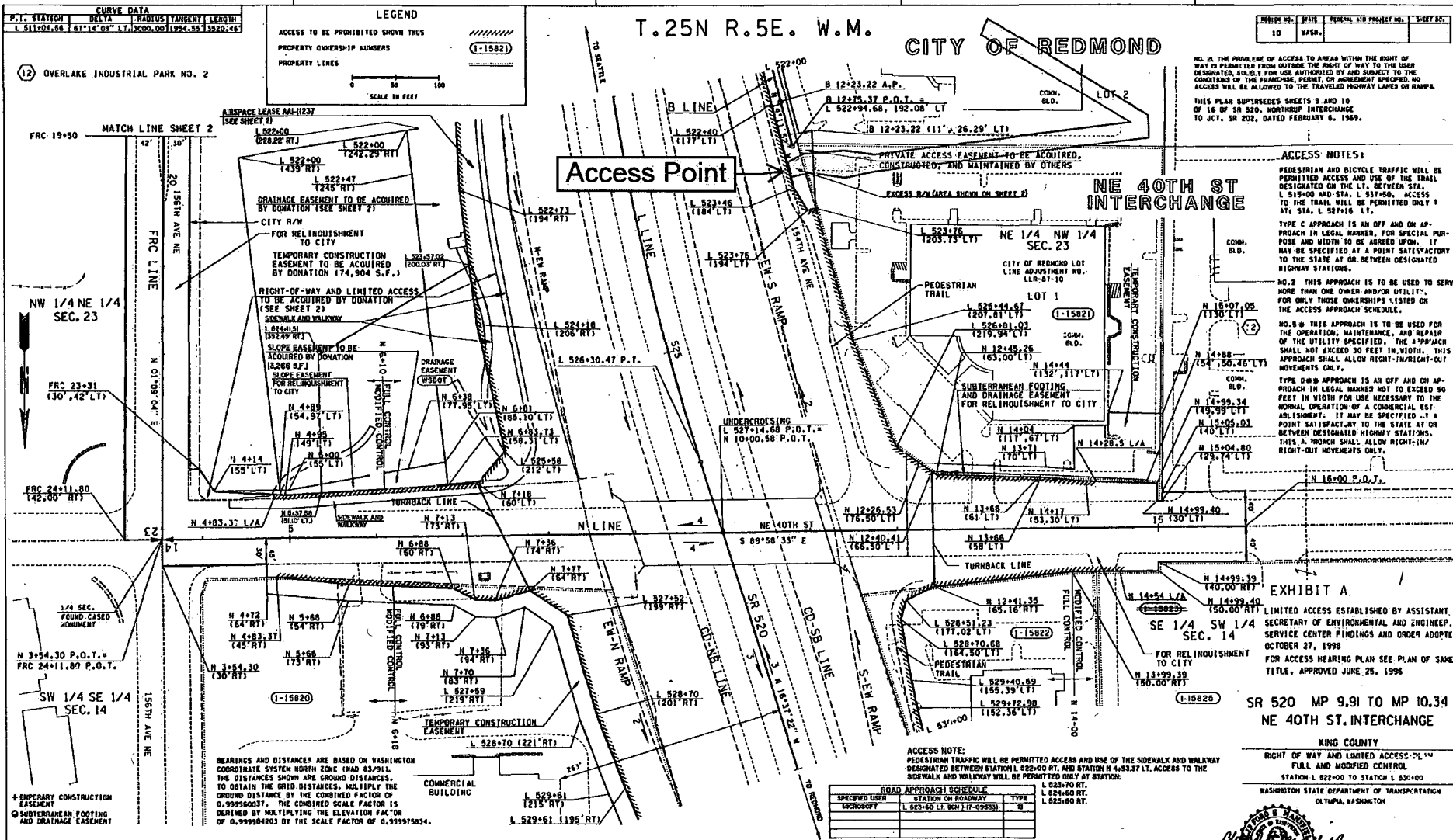
IC 1-17-10997

City of Redmond

Redmond Technology Station

Pedestrian Bridge/Trail

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REVISION NO.	DATE	REVISION	BY
10	02/08/98	ADDED PROJECT NO.	WBS

NO. 2. THE PROHIBITION OF ACCESS TO AREAS WITHIN THE RIGHT OF WAY IS PERMITTED FROM OUTSIDE THE RIGHT OF WAY TO THE USER DESIGNATED, SOLELY FOR USE AUTHORIZED BY AND SUBJECT TO THE CONDITIONS OF THE FURNISHING, PERMIT, OR AGREEMENT SPECIFIED. NO ACCESS WILL BE ALLOWED TO THE TRAVELED HIGHWAY LANES OR RAMPS.

THIS PLAN SUPERSEDES SHEETS 9 AND 10 OF 16 OF SR 520, NORTHROP INTERCHANGE TO JCT. SR 202, DATED FEBRUARY 6, 1969.

**ACCESS NOTES:**

PEDESTRIAN AND BICYCLE TRAFFIC WILL BE PERMITTED ACCESS AND USE OF THE TRAIL DESIGNATED ON THE LT. BETWEEN STA. L 521+00 AND STA. L 531+50. ACCESS TO THE TRAIL WILL BE PERMITTED ONLY AT STA. L 521+16 LT.

TYPE C APPROACH IS AN OFF AND ON APPROACH IN LEGAL MANNER, FOR SPECIAL PURPOSE AND WIDTH TO BE AGREED UPON. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT OR BETWEEN DESIGNATED HIGHWAY STATIONS.

NO. 2. THIS APPROACH IS TO BE USED TO SERVE MORE THAN ONE OWNER AND/OR UTILITY, FOR ONLY THOSE OWNERSHIPS LISTED ON THE ACCESS APPROACH SCHEDULE.

NO. 3. THIS APPROACH IS TO BE USED FOR THE OPERATION, MAINTENANCE, AND REPAIR OF THE UTILITY SPECIFIED. THE APPROACH SHALL NOT EXCEED 30 FEET IN WIDTH. THIS APPROACH SHALL ALLOW RIGHT-IN/RIGHT-OUT MOVEMENTS ONLY.

TYPE D APPROACH IS AN OFF AND ON APPROACH IN LEGAL MANNER NOT TO EXCEED 50 FEET IN WIDTH FOR USE NECESSARY TO THE NORMAL OPERATION OF A COMMERCIAL ESTABLISHMENT. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT OR BETWEEN DESIGNATED HIGHWAY STATIONS. THIS APPROACH SHALL ALLOW RIGHT-IN/RIGHT-OUT MOVEMENTS ONLY.

**EXHIBIT A**

LIMITED ACCESS ESTABLISHED BY ASSISTANT SECRETARY OF ENVIRONMENTAL AND ENGINEERING SERVICE CENTER FINDINGS AND ORDER ADOPTED OCTOBER 27, 1998 FOR ACCESS HEARING PLAN SEE PLAN OF SAME TITLE, APPROVED JUNE 25, 1996

SR 520 MP 9.91 TO MP 10.34  
NE 40TH ST. INTERCHANGE

KING COUNTY  
RIGHT OF WAY AND LIMITED ACCESS-PL 14  
FULL AND MODIFIED CONTROL  
STATION L 522+00 TO STATION L 530+00  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON



DEPUTY STATE DESIGN ENGINEER APPROVED NOVEMBER 6, 1998  
SHEET 3 OF 8 SHEETS  
Prepared for Limited Access Control by Construction Division, WSDOT, Olympia, WA

SPECIFIED USER	STATION ON ROADWAY	TYPE
WSDOT/ST	L 523+60 LT. (EN 177-0953)	W
	L 523+70 RT.	W
	L 524+60 RT.	W
	L 525+60 RT.	W

STATION ON ROADWAY	TYPE
L 523+60 RT.	W
L 523+70 RT.	W
L 524+60 RT.	W
L 525+60 RT.	W

LETTER	DATE	DESCRIPTION	BY
Letter 0-10-92	1-24-92	Added Type 2 Access Approach on LT. Sta. L 523+60, Added Access Width EN 177-0953	PHL
Letter 4-30-94	7-8-94	Added Access Lane A44-0123 on RT. Sta. L 523+60 to 524+00	PHL
Letter 07-27-03	8-01-03	Added Approach as shown on sheet L 523+70 RT. to N 523+70 LT.	PHL
Letter 8-06-02	8-16-02	Added Pedestrian Access Width, Added Street and Utility	PHL
Letter 4-29-99	5-14-99	Added Parcel 1-15820, Deleted Parcel 1-15822, Added TYPE C & D Access Sta. N 15+26 RT.	PHL
Letter 3-21-99	3-2-99	Added slope easement for drainage on LT. Sta. L 523+60	PHL

**Exhibit B-1**  
TR-1-13382  
IC 1-17-10997  
City of Redmond  
Redmond Technology Station  
Pedestrian Bridge/Trail  
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CITY CONTRACT ROUTING & APPROVAL

Instructions on Back

Project Title: RTS Pedestrian Bridge - WSDOT Trail Lease Amendment

Project No: N/A

Type of Service: N/A

Provider of Service: Lease between City and WSDOT

Source of Funding: N/A

Original Contract/Agreement Amount: \$ 0.00 Estimated Start Date: May 2019

Current Contract/Agreement Amount (includes previous supplements, if any): \$ 0.00

Proposed Increase: \$ 0.00 Council Approval Date: 5/21/19

New Contract Total: \$ 0.00 Estimated Completion Date: May 2039

Project Administrator: Patty S. Criddle Ext: 2736

Return contract to: Tess Wilkinson Mailstop: 1NPW Ext: 2434

Supervisor/Manager Signature [Signature] Date 5/22/19

Department Head/Designee Signature [Signature] Date 5/28/19

Remarks: This is Amendment 1 to the original WSDOT Trail Lease TR-01-13382, I.C. No. 1-17-10997 executed on January 7, 2016.

8044

ROUTING PROCESS: ( 3 copies)

To: City Clerk (for routing and signatures) CX Date 5/29/19

Risk Manager [Signature] Date 5/29/19  
(Signature or initials)

City Attorney [Signature] Date 5/30/19  
(Signature or initials)

Mayor [Signature] Date 5/31/19  
(Signature or initials)

City Clerk CX Date 6/4/19  
(Signature or initials)

Note: Please return the fully executed routing sheet, contracts and agreements to the Originating Division for distribution except for one original retained by the City Clerk.

FINANCE USE ONLY: Dynamics (PA) Number		City Contract Number	8044-1
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## Contract Routing & Approval Form – Instructions for Public Works Department

1. Start with three (3) original copies of the Construction Contract or Consultant Agreement. All documents must be signed by the construction company or consultant firm before routing for City signatures.
2. Originating Department: Complete this form through the “Remarks” section, including Division Head (or designee) signature. Incomplete forms will be returned to the originating division.
  - Type of Service: Typically “Construction Services” or “Consultant Services”
  - Provider of Service: Name of Contractor or Consultant
  - Source of Funding: Funding source or sources (e.g., Transportation CIP)
  - Original Contract/Agreement Amount: Total dollar amount (including all applicable taxes) of original Contract/Agreement
  - Estimated Start Date: Contract/Agreement start date
  - Current Contract/Agreement Amount: Total of Original Contract Amount, plus increases from all previous supplements. If this is the original contract, enter the same number as above.
  - Proposed Increase: For current supplement only. If this is the original contract, enter N/A.
  - New Contract Total: Current Contract/Agreement Amount from above plus Proposed Increase.
  - Council Approval Date: If applicable, otherwise N/A. Date needed if:
    - Consultant agreement/addendum exceeds \$25,000 for one year
    - Construction contract exceeds \$30,000 for single craft or \$50,000 for multiple crafts
  - Estimated Completion Date: For consultant agreements, this is the contract expiration date. For construction contracts, add one year to the estimated construction completion date.
  - Project Administrator: Enter Project Manager.
  - Remarks section:
    - Include any pertinent notes
    - For supplements, include the original contract number and any previous supplement numbers.
    - For supplements, also indicate the percentage increase or decrease
3. Flag all contract signature pages.
4. Securely fasten any explanatory memorandums or material in the front of the document.
5. Each Construction Contract copy must have an insurance certificate and performance bond (as required) securely fastened to the contract unless other arrangements have been made with the Risk Manager.
6. With this form on top, give all three copies to the Division Head/Supervisor for review and signature. Then deliver to Department Head for approval. Once approved, the contract/agreement goes to the City Clerk’s office for routing to the Risk Manager, City Attorney, and Mayor for approval. Once all approvals have been obtained, the City Clerk will assign a contract number and contact the person listed in the “Return contract to” field.
7. Standard turnaround time for contract routing is ten (10) days. Every effort will be made to expedite routing if the contract routing form is marked as “Urgent” in the “Remarks” section.
8. Distribution of fully executed contracts and agreements is as follows:
  - One (1) filed with City Clerk
  - One (1) to contractor or consultant
  - One (1) retained by department

**Construction Contracts:** Scan completed Contract Routing Form and fully executed signature pages and replace blank pages in electronic file on server. Notify Capital and Grant Analyst that contract has been fully executed and provide link to file.

**Consultant Agreements:** Provide a copy of the routing form and agreement to the Department Administrative Coordinator.