

TERM SHEET
BETWEEN THE CITY OF REDMOND AND
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
FOR THE
SR 520-148TH AVE NE INTERCHANGE – OVERLAKE ACCESS RAMP PROJECT

1. Purpose

- 1.1. The Purpose of this Term Sheet is to state the intent of the City of Redmond (“City”) and the Washington State Department of Transportation (WSDOT), collectively the “Parties”, and individually the “Party”, regarding the SR 520-148th Ave NE Interchange – Overlake Access Ramp Project (the “Project”). This Term Sheet describes the current common understanding of the roles and responsibilities related to the Project and the strategy the Parties intend to undertake to develop future agreements and complete the Project.
- 1.2. The Parties acknowledge that this Term Sheet is not a complete statement of the terms and conditions that will apply to the Project. If the Parties determine it is in their best interests to enter into future agreements related to the subject matter of this Term Sheet, the terms of those agreements will govern. Additional topics not addressed in this Term Sheet may be identified and included in those agreements.
- 1.3. The Parties have identified the following individuals as Designated Representatives who will be responsible for communication and coordination between the Parties and who will act as the point of contact for each Party.

WSDOT

Sharif Salamjohn, Project Manager
WSDOT Northwest Region
Connecting Washington Project Office
PO Box 330310
Seattle, WA 98133-9710
206-440-4575
SalamjS@wsdot.wa.gov

City

Jeff Churchill, Transportation Strategic
Advisor
City of Redmond
PO Box 97010, MS 4SPL
Redmond, WA 98073-9710
425-556-2492
jchurchill@redmond.gov

2. Project Description

- 2.1. The Project realigns the existing eastbound SR 520 ramp to southbound 148th Avenue NE, adds a new eastbound ramp to the Overlake Village subarea and constructs

portions of Lumiere Avenue NE, NE Shen Street and NE Hopper Street within the subarea to improve safety, mobility and access. Exhibit A represents a high-level overview of the Project Area.

- 2.2. The Project was approved by the Washington State Legislature in 2015 at a total cost of \$69.1 million using Connecting Washington funds. In June of 2019, WSDOT determined that the Project will be completed using a design-bid-build process.
- 2.3. The Project was conceived in 2001 via the Joint Bellevue and Redmond North & South Study. The City adopted the project within its Overlake Neighborhood Plan Update in 2007 and Transportation Master Plan in 2008. The Parties jointly completed the Interchange Justification Report in 2011. Environmental review of the Project was conducted and a Determination of Nonsignificance was issued for the Project in 2015.
- 2.4. The Parties agree that any changes to the Project, such as enhancements, will be developed through the processes identified in this Term Sheet.
- 2.5. The Parties further agree to work together and with other appropriate parties to identify and resolve Project issues identified in Exhibit B in a timely manner to support the Project. The Designated Representatives may update or replace Exhibit B by mutual agreement.

3. Future Agreements

- 3.1. The Parties recognize that agreements will be subject to approval by the City Council and WSDOT and must comply with applicable state and federal guidelines.
- 3.2. Project Administration Agreement (PAA). Upon execution of this Term Sheet, the Parties agree to develop and execute a Project Administration Agreement (PAA) that includes the following:
 - Commits the Parties to work in good faith to deliver the Project within scope, schedule and budget while striving to support Parties' goals wherever practicable;
 - Commits WSDOT to provide regular Project updates, including scope, schedule, and budget information;
 - A process for documenting and tracking specific Project details and decisions through letters of concurrence, including strategies for implementing decisions once they are made;
 - A process for the City to commit to provide timely response for design submittal review and the timely processing of any required permits;
 - A process for WSDOT to reimburse the City for eligible Project related tasks; and
 - Other topics as determined by the Parties.

- 3.3. Local Agency Participating Agreement – Work by WSDOT (WSDOT Form 224-065). The Parties agree to develop and execute a Local Agency Participating Agreement for the City to cover the cost of work for any betterments requested by the City as part of the Project. The development of this agreement will begin upon execution of this Term Sheet.
- 3.4. Turnback Agreement (WSDOT Form 224-240). The Parties agree to develop and execute a Turnback Agreement designating the transfer of roadway facilities to the City upon completion of the Project.
- 3.5. Operations & Maintenance Agreement. The Parties agree to develop and execute an Operations & Maintenance Agreement designating the operations and maintenance of facilities within the Project.
- 3.6. Other Agreements. Other agreements including, but not limited to, funding or other implementation agreements, as determined by the Parties.

4. Work Program, Schedule, and Milestones

- 4.1. The Parties have identified the initial issues shown in Exhibit B as topics needing resolution along with the targeted completion date.
- 4.2. The following Project milestones are estimated and subject to change.

Project Milestone	Date
Kickoff for writing of Design-Build Request for Proposals	Jan 2019
WSDOT decision to change the delivery method from Design-Build to Design-Bid-Build	Jun 2019
Issue 60% design documents	Dec 2019
Advertise construction Request for Qualification	Oct 2020
Start of construction	Feb 2021
Open for Service	4th Qtr. 2022

WASHINGTON STATE DEPT. OF
TRANSPORTATION

CITY OF REDMOND

By: Amir Rasaie
Amir Rasaie, WSDOT Assistant Regional
Administrator

By: Maxine Whattam
Maxine Whattam, City of Redmond Chief
Operating Officer

Date: 10/17/19

Date: 10/11/19

Exhibits

A: Project Area Overview

B: Issues Matrix

Exhibit A: Project Area Overview

Project extents, depicted in orange, include the relocation of the existing eastbound off-ramp from SR 520 to 148th Avenue NE, the addition of a new eastbound ramp that crosses under 148th Avenue NE and connects via roundabout to Lumiere Avenue NE and NE Hopper Street and the partial buildouts of Lumiere Avenue NE, NE Shen Street and NE Hopper Street.

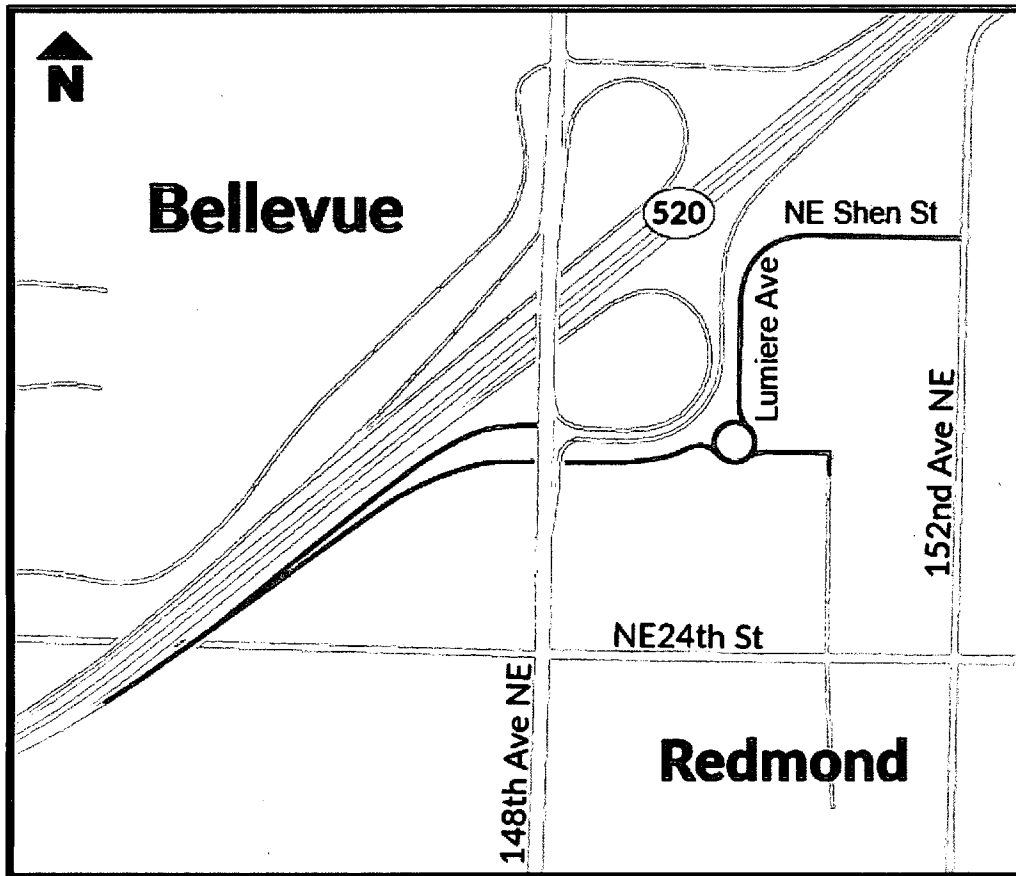


Exhibit B: Issues Matrix

Item #	Description	Deliverable	Status	Action Notes	Last Updated
1	Develop project administration agreement and resolve issue regarding payments for work performed prior to the execution of the agreement	PAA	Open	- To cover City project management, design review, permitting and inspection costs from January 2019 - WSDOT states that retroactive payments are not allowed, but otherwise does not disagree with costs post-effective date of agreement	8/2/19
2	Determine scope, cost and funding of Plaza Street Connection from NE Shen St to match Plaza Street construction limit of Sound Transit Overlake Village Project	LAPA	Open	- City provided conceptual plan, preliminary cost estimate and ST design - WSDOT agrees to incorporate into RFP, as long as City/ST find funding for it - WSDOT to prepare cost estimate based on 30% design	8/2/19
3	Resolve funding issue for inclusion of temporary sidewalk along local streets	LAPA	Open	- City provided comment to include temporary sidewalk along one side of local streets as part of project without impacting ROW acquisition plans by removing shoulders - WSDOT consultant verified feasibility with no impact to ROW acquisition plans - WSDOT consultant prepared a cost estimate of \$150K - WSDOT agrees to incorporate in design, but does not agree that it is part of the project scope - WSDOT states that this is a betterment that the City should fund	8/2/19
4	Define and resolve utility upgrades	LAPA	Open	- City of Bellevue and City of Redmond to coordinate with WSDOT on upgrade of 148th water main - City utilities staff notified of need to define the scope, budget and find the funding for utility upgrades within project	8/2/19
5	Resolve turnback lines and breaks in limited access on ROW plans	ROW Plan	Closed	- 8/8/2017 WSDOT HQ office (LeRoy Patterson approval) adjusts limited access and turnback limits to meet City future plans for cross streets - 5/7/2019 WSDOT provides revised ROW plans for review that reverts limited access/turnback limits that interfere with City future plans - 6/3/2019 City provides comments noting 2017 WSDOT HQ decision and requests return to agreed-upon limits and addition of note for future break in access for south leg of main roundabout - 6/4/2019 WSDOT states that they must comply with WAC/Design Manual > Issue escalated to Don - 9/19/2019 City accepts turnback and limited access lines on ROW plans approved 9/6/2019; Parties acknowledge that future local street extensions (Lumiere (15100 block) and Turing (2700 block)) may require adjustments to turnback and limited access lines to accommodate intersection improvements	9/19/19
6	Resolve future break in access for south leg of main roundabout	ROW Plan	Open	- 8/8/2017 WSDOT HQ office (LeRoy Patterson approval) adjusts limited access and turnback limits to meet City future plans for cross streets - 5/7/2019 WSDOT provides revised ROW plans for review that reverts limited access/turnback limits that interfere with City future plans - 6/3/2019 City provides comments noting 2017 WSDOT HQ decision and requests return to agreed-upon limits and addition of note for future break in access for south leg of main roundabout - 6/4/2019 WSDOT states that they must comply with WAC/Design Manual > Issue escalated to Don - City comment requesting note on ROW plans for potential future break in access is unchanged	9/19/19

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Overlake Access Ramp Term Sheet

Type of Service: staff-level agreement on key elements of Overlake Access Ramp project

Supplier/Contractor Name: WSDOT

Contract/Agreement Amount, Original: \$0 Amended Amount: _____

Council Approval Date: _____ Nature of Funding: _____

Project Administrator: Jeff Churchill MailStop: 45 Phone: x2492

Anticipated Agreement Start Date: 10/15/19 Estimated Completion Date: 12/31/22

Does this contract contain the purchase of technology related items/services? YES NO
If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO
If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Department Head/Designee Signature: Coke Vandenberg Date: 10/7/19

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING PROCESS: (2 copies)

To: ^{for} City Clerk _____ DK Date 10/9/19
(for routing and tracking)

Risk Manager _____ [Signature] Date 10/9/19
(Signature or initials)

City Attorney _____ [Signature] Date 10/10/19
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval.)
Mayor _____ [Signature] Date 10/11/19
(Signature or initials)

City Clerk _____ Cke Date 10/14/19
(Signature or initials)

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

9288

Finance use ONLY Supplier Id: _____ Date Received: _____ Agreement #: _____