



# REGULAR COUNCIL AGENDA

Council Chambers – 1300 First Street

October 19, 2022 at 7:00 PM

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1. **FLAG SALUTE - PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER - ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **PRESENTATION - LINDA SPRINGER (Friends of Highland Park)**
5. **PUBLIC COMMENTS**
6. **CONSENT AGENDA**
  - A. Claims Vouchers
  - B. Meeting Minutes - October 5, 2022 Council Meeting
7. **COMMITTEE REPORTS**
8. **CITY OFFICIAL REPORTS**
  - [A.](#) City Administrator Council Report
9. **MAYOR'S REPORT**
10. **OLD BUSINESS**
  - [A.](#) RV & Oversize Vehicle Ordinance for Discussion
11. **NEW BUSINESS**
  - [A.](#) Greater Grays Harbor Agreement
  - [B.](#) 2023 Garbage Rate Adjustment
  - C. Surplus of Ballistics Vest
  - [D.](#) Property Appraisal
  - [E.](#) Police Vehicle Purchase
  - [F.](#) Surplus Turn-Outs
  - [G.](#) Harbor Architects Agreement
12. **COUNCIL COMMENTS**
13. **PUBLIC COMMENTS**

*Public comments may be made in-person during the meeting. If unable to attend, please submit comments to [jpope@cosmopoliswa.gov](mailto:jpope@cosmopoliswa.gov) by noon on meeting day.*

If you are unable to attend the meeting in person, you may join with the following Zoom Information

**Webinar ID: 857 5762 4124**  
**Passcode: 528424**  
**Phone Number: (253) 215-8782**

# CITY OF COSMOPOLIS

DARRIN C. RAINES

CITY ADMINISTRATOR

Section 8, Item A.



PHONE (360) 532-9230

FAX (360) 532-9215

WWW.COSMOPOLISWA.GOV

EMAIL: DRAINES@COSMOPOLISWA.GOV

October 17, 2022

RE: October 19, 2022, City Administrator Council Report

**Item 1) Fire Department-** We are making progress within the Fire Department. We will be requesting confirmation of two additional Fire Fighters at this council meeting. Both are EMT's, and one of them is former Chief Tarabochia who took a leave of absence earlier this past summer. Mark will be returning as a volunteer and helping Nick Falley with continuing to recruit, meet with neighboring agencies, get policies and procedures, equipment, and supplies updated.

Department meetings will begin this month, and training schedules will be set. We will also have a request before the council at this meeting to surplus some outdated equipment to Montesano Fire Department for their training academy for high School students.

**Item 2) Public Works Committee-** No meeting this month. We will schedule an upcoming meeting before the November 2<sup>nd</sup> meeting to discuss the budget.

**Item 3) Highland Park-** The Highland Park project is nearing completion. An enormous amount of work and coordination has been completed by Linda Springer, the Friends of Highlands Park, many volunteers, and the Public Works Department. If you haven't had a chance to check it out, please do so, it looks great!

**Item 4) Property Appraisal-** We have received an appraisal (*paid for by the prospective buyer*) of the city owned property at Altenau and Holly Ln. This is the parcel that the adjacent owner has requested to purchase from the city.

**Item 5) Agreement with Harbor Architects-** We have a new proposed agreement from Harbor Architects for the redesign of the new Municipal Facility that will be on this agenda. With the redesign of the project, additional time is required of Harbor Architects and their sub-contractors to redesign and draft project plans and specifications.

As you will see in their proposal, credit has been given for work already completed on the original plans that can be carried forward into the new plans. Many of the specifications in the plans will remain the same to help reduce overall cost.

Sincerely,

***Darrin C. Raines***

Darrin C. Raines  
City Administrator

**Recreational vehicle, oversized vehicle or trailer, parking on City streets over 72 hours prohibited without a permit -- Penalty for violation**

A. No parking of recreational vehicles, oversized vehicles, or trailers on City streets over 72 hours. Notwithstanding any other provision of the Cosmopolis Municipal Code (CMC), no Recreational Vehicle, Oversized vehicle, or Trailer Parked on any City street longer than 72 hours, including holidays and weekends, without a City of Cosmopolis Parking Permit, affixed to the front window of the vehicle or trailer in a place clearly visible from the outside of the vehicle. Parking the vehicle or trailer in another location within the City after the allowable period on a City street is a violation of this section.

B. Definitions.

1. Recreational Vehicle: For purposes of this chapter, "Recreational Vehicle" (RV) means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. The units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, motor homes, and conversion vans.

2. Trailer: For purposes of this chapter, "Trailer" means any conveyance, commonly referred to as a 'Utility Trailer', or wheeled conveyance capable of hauling or transporting items, animals, automobiles, or boats, typically hauled by attachment to a vehicle or other machinery.

3. Oversized Vehicle: For the purposes of this chapter, "Oversized vehicle" means a vehicle larger than a passenger car, van, or truck typically used as an everyday conveyance. Examples of restricted vehicles are panel trucks, 'food' trucks and trailers, tractors used to haul cargo and trailers, and utility vehicles such as bucket trucks.

4. Adjacent: For purposes of this chapter, "Adjacent" means in the right-of-way typically used for vehicular parking, on the same side of the street as the residence for which the permit has been issued, in front of or to the side of that residence but within the lot lines of the residence as if the lot lines of the residence extended into the right-of-way.

C. Permit Application and Criteria. To obtain a temporary permit allowing an RV or Trailer to park in a designated location for up to seven (7) business days within a quarter, the registered owner or operator of the RV, Oversized vehicle, or Trailer must apply to City Hall of the City of Cosmopolis and meet one of the following criteria for approval:

1. The registered owner or operator of the RV, Oversized vehicle or Trailer must be a resident with a current physical address within the City of Cosmopolis and the RV, Oversized vehicle or Trailer must park adjacent to that residence; or
2. The registered owner or operator of the RV, Oversized vehicle or Trailer must be the visitor of a resident with a current physical address within the City of Cosmopolis, and the RV, Oversized vehicle or Trailer must park adjacent to that residence; or
3. The registered owner or operator of the RV, Oversized vehicle or Trailer is participating as a vendor or sponsor of a Special Event for which a special event permit has been obtained from the City.

D. Validity of Permits. Permits are valid for up to seven (7) business days per vehicle per quarter. Permits are valid only for the dates authorized on the permit and only for the location indicated on the permit. Those who meet the qualifying criteria under (C)(1) or (C)(2) are required to park adjacent to the lot of the sponsoring City of Cosmopolis resident or the permit is invalid. The cost of the permit is twenty-five dollars (\$25.00)/.

E. Penalty for Violation. The penalty for violation is an infraction of seventy-five dollars (\$75.00). After three citations for violation of this section, the vehicle may be impounded as provided for in CMC 10.12.040



MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this day by and between the City of Cosmopolis, Municipal Corporation, hereinafter referred to as the "MUNICIPALITY" and Greater Grays Harbor, Inc., hereinafter referred to as the "AGENCY":

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the MUNICIPALITY desires to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the service set forth in this contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

I. SERVICES

The AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as AGENCY responsibilities throughout this Agreement.

The AGENCY shall provide a comprehensive, cooperative, and planned approach to economic development involving government, business, education, labor and others. Specific tasks shall include, without limitation:

- A. Encourage a favorable business climate;
- B. Encourage competitive and appropriate sites for business location and/or expansion;
- C. Encourage training and retraining of unemployed workers through cooperative efforts;
- D. Encourage tourism to Grays Harbor County through advertising, publicity and distribution of information;
- E. Find and encourage investment of capital in new and/or expanded business facilities and equipment;
- F. Identify, attract and assist relocation of new business to Grays Harbor County;
- G. Assist to correct problems which may hinder or prevent business existence, expansion or creation;
- H. Identify new inventions, innovations, markets and/or marketing potentials, and bring to fruition;
- I. Assist the City of Cosmopolis in identifying and carrying out its responsibilities and function in a cooperative and planned approach to economic development.
- J. Assist in the creation, development, and support of small businesses.

II. REPORTING REQUIREMENTS

The AGENCY shall submit periodic reports as required by the MUNICIPALITY which shall include, but not be limited to, a fiscal year revenue and expenditure report, and final annual evaluation report.

III. DURATION OF AGREEMENT

The effective day of this Agreement shall be January 1, 2023, and shall terminate on December 31, 2023. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

The MUNICIPALITY shall reimburse the AGENCY for the services performed under this Agreement, an amount of \$2,700.00, payable within thirty (30) days of contract execution.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The AGENCY agrees to maintain books, records, documents, and accounting procedures and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. The AGENCY agrees that the MUNICIPALITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

VI. COMPLIANCE WITH LAWS

The AGENCY, in performance of this Agreement, agrees to comply with all applicable federal, state, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

VII. NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Agreement, AGENCY agrees to comply with federal and state laws prohibiting discrimination in employment and delivery of services, including the Americans with Disabilities Act of 1990, as amended.

VIII. INDEMNIFICATION/HOLD HARMLESS

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the AGENCY's own risk and the AGENCY expressly agrees to indemnify, defend, and hold harmless the MUNICIPALITY and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the MUNICIPALITY which result from, arise out of, or are in any way connected with the services to be performed by the AGENCY under this Agreement.

IX. TERMINATION

If the AGENCY fails to comply with the terms and conditions of the Agreement, the MUNICIPALITY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 60 days notice in writing of intent to terminate.

X. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this day of \_\_\_\_\_, 20\_\_\_\_.

Greater Grays Harbor, Inc  
"Agency"

City of Cosmopolis  
"Municipality"

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



**HAROLD LEMAY ENTERPRISES, INC.**  
4201 Olympic Hwy, Aberdeen, WA 98520  
Phone 360-533-1251

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October 10, 2022

Mayor and Council Members  
City of Cosmopolis  
P.O. Box 2007  
Cosmopolis, WA 98537

Re: Contract for Garbage, Recyclables and Yard Waste Collection, Annual Rate adjustment

Dear Mayor and Council Members,

The Company is requesting the garbage and recycling rates to be adjusted effective January 1, 2023, pursuant to item 32 of the Garbage and Curbside Recycling Contract.

The Consumer Price Index for the year ending June 2022 has increased 8.94%. The contract allows 80% of the CPI for a 7.15% increase. Per contract there is also a 5% cap on the CPI, reducing the 7.15% increase to a 5% CPI increase on existing rates.

The contract also allows the pass through of any disposal increase. Effective January 1, 2023, the tip fee at the Central Transfer Station is increasing from \$109.50 to \$121.11 per ton for an increase of \$11.61 per ton

If you have any questions or would like to discuss the calculations, we would be happy to meet at your convenience. I can be reached at (360) 533-8286 or [rogers@wasteconnections.com](mailto:rogers@wasteconnections.com) . It's always a pleasure working with you.

Your consideration is appreciated.

Sincerely,

Roger Swalander  
Site Manager

Cc, Austin Sly, Rebecca Gunter, Tom Rupert

**EXHIBIT "A"**  
**Rates Effective 01/01/2023**  
**Cosmopolis, WA**  
**ADDENDUM TO GARBAGE CONTRACT**

RATES: Charges for garbage collection, removal and disposal shall be as follows

<u>Item I.</u>	<b>2022</b>	<b>2023</b>
<u>Residential Service</u>	<b>Rate</b>	<b>Rate</b>
65/30 Gallon Monthly	\$ 10.94	\$ 11.67
65 Gallon Monthly	\$ 14.91	\$ 16.03
65 Gallon EOW	\$ 21.80	\$ 23.70
65 Gallon Weekly	\$ 34.86	\$ 38.21
Additional 65 Gallon (each)	\$ 9.90	\$ 10.77
90 Gallon Monthly	\$ 15.89	\$ 17.24
90 Gallon EOW	\$ 29.09	\$ 31.75
90 Gallon Weekly	\$ 48.81	\$ 53.66
Additional 95 Gallon (each)	\$ 14.47	\$ 15.75
Return Trip	\$ 16.05	\$ 16.85
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.44	\$ 4.85

<u>Item II.</u>		
<u>Commercial Cart Service</u>		
65 Gallon EOW	\$ 21.80	\$ 23.70
65 Gallon Weekly	\$ 34.86	\$ 38.21
90 Gallon EOW	\$ 29.09	\$ 31.75
90 Gallon Weekly	\$ 48.81	\$ 53.66
Return Trip	\$ 16.05	\$ 16.85
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.44	\$ 4.85

<u>Item III.</u>		
<u>Permanent Commercial Container Service</u>		
<b>1 cubic yard box</b>		
One pickup per week	\$ 114.09	\$ 124.32
Each additional dump per week	\$ 98.37	\$ 107.81
Special or Additional pickup each	\$ 33.83	\$ 36.57
<b>1.5 cubic yard box</b>		
One pickup per week	\$ 159.19	\$ 173.94
Each additional dump per week	\$ 138.21	\$ 149.81
Special or Additional pickup each	\$ 48.18	\$ 52.16
<b>2 cubic yard box</b>		
One pickup per week	\$ 206.89	\$ 226.28
Each additional dump per week	\$ 182.41	\$ 200.58
Special or Additional pickup each	\$ 62.14	\$ 67.34

**3 cubic yard box**

One pickup per week	\$ 293.72	\$ 321.98
Each additional dump per week	\$ 264.41	\$ 291.20
Special or Additional pickup each	\$ 84.07	\$ 91.41

**4 cubic yard box**

One pickup per week	\$ 368.37	\$ 404.88
Each additional dump per week	\$ 332.53	\$ 367.25
Special or Additional pickup each	\$ 110.92	\$ 120.64

**6 cubic yard box**

One pickup per week	\$ 537.04	\$ 591.04
Each additional dump per week	\$ 472.71	\$ 523.49
Special or Additional pickup each	\$ 146.07	\$ 159.64

**8 cubic yard box**

One pickup per week	\$ 656.77	\$ 725.80
Each additional dump per week	\$ 581.00	\$ 646.24
Special or Additional pickup each	\$ 191.29	\$ 209.21

**Temporary Commercial Container Service**

**1 yard temporary service**

Delivery	\$ 50.75	\$ 53.29
Rent per day	\$ 0.55	\$ 0.58
Each pickup	\$ 33.83	\$ 36.57

**1.5 yard temporary service**

Delivery	\$ 50.75	\$ 53.29
Rent	\$ 0.55	\$ 0.58
Each pickup	\$ 48.18	\$ 52.16

**2 yard temporary service**

Delivery	\$ 50.75	\$ 53.29
Rent	\$ 0.67	\$ 0.70
Each pickup	\$ 62.14	\$ 67.34

**3 yard temporary service**

Delivery	\$ 60.42	\$ 63.44
Rent	\$ 1.02	\$ 1.07
Each pickup	\$ 84.07	\$ 91.41

**4 yard temporary service**

Delivery	\$ 60.42	\$ 63.44
Rent	\$ 1.22	\$ 1.28
Each pickup	\$ 110.92	\$ 120.64

**6 yard temporary service**

Delivery	\$ 60.42	\$ 63.44
Rent	\$ 1.82	\$ 1.91
Each pickup	\$ 146.07	\$ 159.64

**8 yard temporary service**

Delivery	\$ 60.42	\$ 63.44
Rent	\$ 2.12	\$ 2.23
Each pickup	\$ 191.29	\$ 209.21
Access Fee Weekly (Monthly Charge)	\$ 9.96	\$ 10.46
Access Fee EOW (Monthly Charge)	\$ 4.98	\$ 5.23
Access Fee 2x Weekly (Monthly Charge)	\$ 19.92	\$ 20.92
Lock Fee (each)	\$ 5.75	\$ 6.04
Cable Fee (each)	\$ 11.50	\$ 12.08
Return Trips, Containers	\$ 31.40	\$ 32.97
Add'l Yard	\$ 36.07	\$ 38.92

**Item IV.**

**Permanent Drop Box**

**10/20 cubic yard drop box**

First haul each month	\$ 198.68	\$ 208.61
Each additional haul	\$ 108.04	\$ 113.44

**30 cubic yard drop box**

First haul each month	\$ 234.93	\$ 246.68
Each additional haul	\$ 126.16	\$ 132.47

**40 cubic yard drop box**

First haul each month	\$ 258.09	\$ 272.04
Each additional haul	\$ 151.54	\$ 159.12

**Temporary Drop Box**

**10/20 cubic yard drop box**

Delivery	\$ 106.83	\$ 112.17
Rent per day	\$ 5.73	\$ 6.02
Each pickup	\$ 111.87	\$ 117.25

**30 cubic yard drop box**

Delivery	\$ 106.83	\$ 112.17
Rent per day	\$ 8.95	\$ 7.30
Each pickup	\$ 137.05	\$ 143.90

**40 cubic yard drop box**

Delivery	\$ 106.83	\$ 112.17
Rent per day	\$ 7.86	\$ 8.25
Each pickup	\$ 172.09	\$ 180.69

**Customer owned compactor**

**20 cubic yard compactor drop box**

Each scheduled pickup	\$ 180.56	\$ 189.59
Special pickup	\$ 180.56	\$ 189.59

**30 cubic yard compactor drop box**

Each scheduled pickup	\$ 192.64	\$ 202.27
Special pickup	\$ 192.64	\$ 202.27

<b>40 cubic yard compactor drop box</b>		
Each scheduled pickup	\$ 222.84	\$ 233.98
Special pickup	\$ 222.84	\$ 233.98
Drop box lids per month	\$ 14.50	\$ 15.23
Disposal rate per ton	\$ 109.50	\$ 121.11

**ITEM V.**  
**Miscellaneous**

Senior Discount (65g or 95g monthly)	\$ 12.61	\$ 13.61
Small Appliances, Furniture, etc	\$ 30.16	\$ 31.67
Large Appliances, Refrigerators, Freezers	\$ 70.11	\$ 73.62
Special haul rate packer-load & travel time	\$ 74.77	\$ 78.51

Exhibit "A" is here by amended to include the rates for Commercial Containers and Drop Box Services.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, by the City Council of the City of Cosmopolis,  
and signed in approval there with this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

CITY OF COSMOPOLIS

\_\_\_\_\_  
Julie Pope , City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Roger Swalander, Site Manager  
Harold LeMay Enterprises, Inc.



Cosmopolis Rate Worksheet

2023

Current Gate Rate \$ 109.50  
 New Gate Rate \$ 121.11  
 Gate Rate Increase \$ 11.61  
 Per Pound Increase 0.0058

CPI 8.94%  
 City % of CPI 80%  
 Adjusted CPI 0.0500 (Per contract CPI has a 5% Cap)

Item I. <u>Residential Service</u>	Current Rate	Adjustments			2023 Rate	Summary	
		CPI	Disposal	Other Adj		Total Adj	Delta %
65/30 Gallon Monthly	\$ 10.94	\$ 0.55	\$ 0.19		\$ 11.67	\$ 0.73	6.70%
65 Gallon Monthly	\$ 14.91	\$ 0.75	\$ 0.37		\$ 16.03	\$ 1.12	7.49%
65 Gallon EOW	\$ 21.80	\$ 1.09	\$ 0.81		\$ 23.70	\$ 1.90	8.70%
65 Gallon Weekly	\$ 34.86	\$ 1.74	\$ 1.61		\$ 38.21	\$ 3.35	9.61%
Additional 65 Gallon (each)	\$ 9.90	\$ 0.50	\$ 0.37		\$ 10.77	\$ 0.87	8.75%
90 Gallon Monthly	\$ 15.89	\$ 0.79	\$ 0.56		\$ 17.24	\$ 1.35	8.50%
90 Gallon EOW	\$ 29.09	\$ 1.45	\$ 1.21		\$ 31.75	\$ 2.66	9.15%
90 Gallon Weekly	\$ 48.81	\$ 2.44	\$ 2.41		\$ 53.66	\$ 4.85	9.94%
Additional 95 Gallon (each)	\$ 14.47	\$ 0.72	\$ 0.56		\$ 15.75	\$ 1.28	8.85%
Return Trip	\$ 16.05	\$ 0.80			\$ 16.85	\$ 0.80	5.00%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.44	\$ 0.22	\$ 0.19		\$ 4.85	\$ 0.41	9.18%
<b>Item II.</b>							
<u>Commercial Cart Service</u>							
65 Gallon EOW	\$ 21.80	\$ 1.09	\$ 0.81		\$ 23.70	\$ 1.90	8.70%
65 Gallon Weekly	\$ 34.86	\$ 1.74	\$ 1.61		\$ 38.21	\$ 3.35	9.61%
90 Gallon EOW	\$ 29.09	\$ 1.45	\$ 1.21		\$ 31.75	\$ 2.66	9.15%
90 Gallon Weekly	\$ 48.81	\$ 2.44	\$ 2.41		\$ 53.66	\$ 4.85	9.94%
Return Trip	\$ 16.05	\$ 0.80			\$ 16.85	\$ 0.80	5.00%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.44	\$ 0.22	\$ 0.19		\$ 4.85	\$ 0.41	9.18%
<b>Item III.</b>							
<u>Permanent Commercial Container Service</u>							
1 cubic yard box							
One pickup per week	\$ 114.09	\$ 5.70	\$ 4.52		\$ 124.32	\$ 10.23	8.97%
Each additional dump per week	\$ 98.37	\$ 4.92	\$ 4.52		\$ 107.81	\$ 9.44	9.60%
Special or Additional pickup each	\$ 33.83	\$ 1.69	\$ 1.04		\$ 38.57	\$ 2.74	8.09%
1.5 cubic yard box							
One pickup per week	\$ 159.19	\$ 7.96	\$ 6.79		\$ 173.94	\$ 14.75	9.26%
Each additional dump per week	\$ 136.21	\$ 6.81	\$ 6.79		\$ 149.81	\$ 13.60	9.98%
Special or Additional pickup each	\$ 48.18	\$ 2.41	\$ 1.57		\$ 52.16	\$ 3.98	8.25%
2 cubic yard box							
One pickup per week	\$ 206.89	\$ 10.34	\$ 9.05		\$ 226.28	\$ 19.39	9.37%
Each additional dump per week	\$ 182.41	\$ 9.12	\$ 9.05		\$ 200.58	\$ 18.17	9.96%
Special or Additional pickup each	\$ 62.14	\$ 3.11	\$ 2.09		\$ 67.34	\$ 5.20	8.36%
3 cubic yard box							
One pickup per week	\$ 293.72	\$ 14.69	\$ 13.57		\$ 321.98	\$ 28.26	9.62%
Each additional dump per week	\$ 264.41	\$ 13.22	\$ 13.57		\$ 291.20	\$ 26.79	10.13%
Special or Additional pickup each	\$ 84.07	\$ 4.20	\$ 3.13		\$ 91.41	\$ 7.34	8.73%
4 cubic yard box							
One pickup per week	\$ 368.37	\$ 18.42	\$ 18.10		\$ 404.88	\$ 36.51	9.91%
Each additional dump per week	\$ 332.53	\$ 16.63	\$ 18.10		\$ 367.25	\$ 34.72	10.44%
Special or Additional pickup each	\$ 110.92	\$ 5.55	\$ 4.18		\$ 120.64	\$ 9.72	8.76%

6 cubic yard box						
One pickup per week	\$ 537.04	\$ 26.85	\$ 27.14	\$ 591.04	\$ 54.00	10.05%
Each additional dump per week	\$ 472.71	\$ 23.64	\$ 27.14	\$ 523.49	\$ 50.78	10.74%
Special or Additional pickup each	\$ 146.07	\$ 7.30	\$ 6.26	\$ 159.64	\$ 13.57	9.29%

8 cubic yard box						
One pickup per week	\$ 656.77	\$ 32.84	\$ 36.19	\$ 725.80	\$ 69.03	10.51%
Each additional dump per week	\$ 581.00	\$ 29.05	\$ 36.19	\$ 646.24	\$ 65.24	11.23%
Special or Additional pickup each	\$ 191.29	\$ 9.56	\$ 8.35	\$ 209.21	\$ 17.92	9.37%

**Temporary Commercial Container Service**

1 yard temporary service

Delivery	\$ 50.75	\$ 2.54		\$ 53.29	\$ 2.54	5.00%
Rent per day	\$ 0.55	\$ 0.03		\$ 0.58	\$ 0.03	5.00%
Each pickup	\$ 33.83	\$ 1.69	\$ 1.04	\$ 36.57	\$ 2.74	8.09%

1.5 yard temporary service

Delivery	\$ 50.75	\$ 2.54		\$ 53.29	\$ 2.54	5.00%
Rent	\$ 0.55	\$ 0.03		\$ 0.58	\$ 0.03	5.00%
Each pickup	\$ 48.18	\$ 2.41	\$ 1.57	\$ 52.16	\$ 3.98	8.25%

2 yard temporary service

Delivery	\$ 50.75	\$ 2.54		\$ 53.29	\$ 2.54	5.00%
Rent	\$ 0.67	\$ 0.03		\$ 0.70	\$ 0.03	5.00%
Each pickup	\$ 62.14	\$ 3.11	\$ 2.09	\$ 67.34	\$ 5.20	8.36%

3 yard temporary service

Delivery	\$ 60.42	\$ 3.02		\$ 63.44	\$ 3.02	5.00%
Rent	\$ 1.02	\$ 0.05		\$ 1.07	\$ 0.05	5.00%
Each pickup	\$ 84.07	\$ 4.20	\$ 3.13	\$ 91.41	\$ 7.34	8.73%

4 yard temporary service

Delivery	\$ 60.42	\$ 3.02		\$ 63.44	\$ 3.02	5.00%
Rent	\$ 1.22	\$ 0.06		\$ 1.28	\$ 0.06	5.00%
Each pickup	\$ 110.92	\$ 5.55	\$ 4.18	\$ 120.64	\$ 9.72	8.76%

6 yard temporary service

Delivery	\$ 60.42	\$ 3.02		\$ 63.44	\$ 3.02	5.00%
Rent	\$ 1.82	\$ 0.09		\$ 1.91	\$ 0.09	5.00%
Each pickup	\$ 146.07	\$ 7.30	\$ 6.26	\$ 159.64	\$ 13.57	9.29%

8 yard temporary service

Delivery	\$ 60.42	\$ 3.02		\$ 63.44	\$ 3.02	5.00%
Rent	\$ 2.12	\$ 0.11		\$ 2.23	\$ 0.11	5.00%
Each pickup	\$ 191.29	\$ 9.56	\$ 8.35	\$ 209.21	\$ 17.92	9.37%

Access Fee Weekly (Monthly Charge)	\$ 9.96	\$ 0.50		\$ 10.46	\$ 0.50	5.00%
Access Fee EOW (Monthly Charge)	\$ 4.98	\$ 0.25		\$ 5.23	\$ 0.25	5.00%
Access Fee 2x Weekly (Monthly Charge)	\$ 19.92	\$ 1.00		\$ 20.92	\$ 1.00	5.00%
Lock Fee (each)	\$ 5.75	\$ 0.29		\$ 6.04	\$ 0.29	5.00%
Cable Fee (each)	\$ 11.50	\$ 0.58		\$ 12.08	\$ 0.58	5.00%
Return Trips, Containers	\$ 31.40	\$ 1.57		\$ 32.97	\$ 1.57	5.00%
Add'l Yard	\$ 36.07	\$ 1.80	\$ 1.04	\$ 38.92	\$ 2.85	7.89%

**Item IV.**

**Permanent Drop Box**

10/20 cubic yard drop box

First haul each month	\$ 198.68	\$ 9.93		\$ 208.61	\$ 9.93	5.00%
Each additional haul	\$ 108.04	\$ 5.40		\$ 113.44	\$ 5.40	5.00%

30 cubic yard drop box

First haul each month	\$ 234.93	\$ 11.75		\$ 246.68	\$ 11.75	5.00%
Each additional haul	\$ 126.16	\$ 6.31		\$ 132.47	\$ 6.31	5.00%

40 cubic yard drop box					
First haul each month	\$ 259.09	\$ 12.95	\$ 272.04	\$ 12.95	5.00%
Each additional haul	\$ 151.54	\$ 7.58	\$ 159.12	\$ 7.58	5.00%

**Temporary Drop Box**

10/20 cubic yard drop box					
Delivery	\$ 106.83	\$ 5.34	\$ 112.17	\$ 5.34	5.00%
Rent per day	\$ 5.73	\$ 0.29	\$ 6.02	\$ 0.29	5.00%
Each pickup	\$ 111.67	\$ 5.58	\$ 117.25	\$ 5.58	5.00%

30 cubic yard drop box					
Delivery	\$ 106.83	\$ 5.34	\$ 112.17	\$ 5.34	5.00%
Rent per day	\$ 6.95	\$ 0.35	\$ 7.30	\$ 0.35	5.00%
Each pickup	\$ 137.05	\$ 6.85	\$ 143.90	\$ 6.85	5.00%

40 cubic yard drop box					
Delivery	\$ 106.83	\$ 5.34	\$ 112.17	\$ 5.34	5.00%
Rent per day	\$ 7.86	\$ 0.39	\$ 8.25	\$ 0.39	5.00%
Each pickup	\$ 172.09	\$ 8.60	\$ 180.69	\$ 8.60	5.00%

**Customer owned compactor**

20 cubic yard compactor drop box					
Each scheduled pickup	\$ 180.56	\$ 9.03	\$ 189.59	\$ 9.03	5.00%
Special pickup	\$ 180.56	\$ 9.03	\$ 189.59	\$ 9.03	5.00%

30 cubic yard compactor drop box					
Each scheduled pickup	\$ 192.64	\$ 9.63	\$ 202.27	\$ 9.63	5.00%
Special pickup	\$ 192.64	\$ 9.63	\$ 202.27	\$ 9.63	5.00%

40 cubic yard compactor drop box					
Each scheduled pickup	\$ 222.84	\$ 11.14	\$ 233.98	\$ 11.14	5.00%
Special pickup	\$ 222.84	\$ 11.14	\$ 233.98	\$ 11.14	5.00%

Drop box lids per month	\$ 14.50	\$ 0.73	\$ 15.23	\$ 0.73	5.00%
Disposal rate per ton	\$ 109.50	\$ 11.61	\$ 121.11	\$ 11.61	10.60%

**ITEM V.**

**Miscellaneous**

Senior Discount (65g or 95g monthly)	\$ 12.61	\$ 0.63	\$ 13.61	\$ 1.00	7.94%
Small Appliances, Furniture, etc	\$ 30.16	\$ 1.51	\$ 31.67	\$ 1.51	5.00%
Large Appliances, Refrigerators, Freezers	\$ 70.11	\$ 3.51	\$ 73.62	\$ 3.51	5.00%
Special haul rate packer-load & travel time	\$ 74.77	\$ 3.74	\$ 78.51	\$ 3.74	5.00%

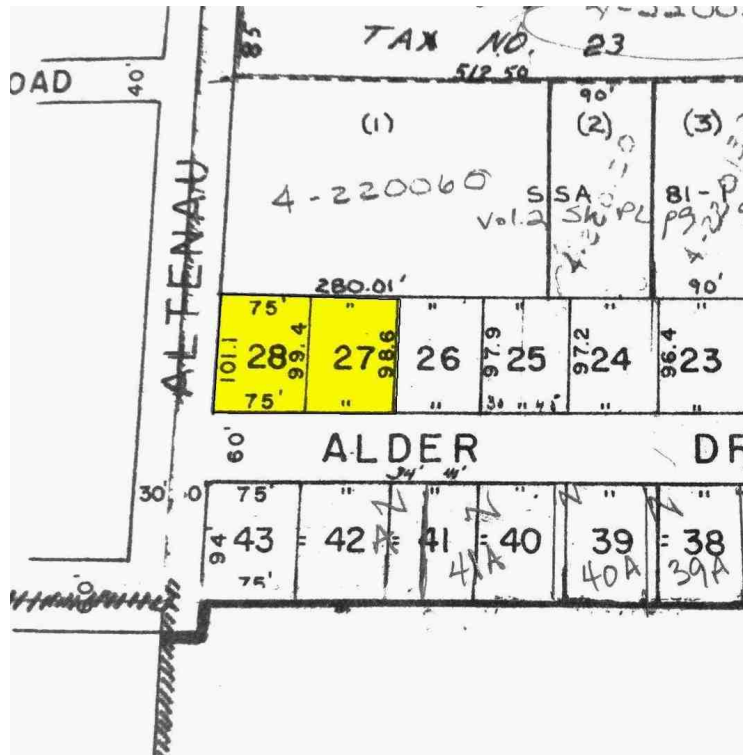
**CPI for All Urban Consumers (CPI-U)  
Original Data Value**

Series Id: CUJRS49DSA0  
 Not Seasonally Adjusted  
 Series Title: All items in Seattle-Tacoma-Bellevue, WA, all urban  
 Area: Seattle-Tacoma-Bellevue WA  
 Item: All items  
 Base Period: 1982-84=100  
 Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	235.744	237.931	237.931	237.931	237.931	239.540	240.213	240.213	241.355	241.355	241.355	237.993	238.663	237.344	239.981
2013	239.898	240.823	240.823	240.823	240.823	242.820	242.767	242.767	242.787	242.787	241.055	241.055	241.563	240.777	242.350
2014	242.770	246.616	246.616	246.616	246.616	247.642	247.185	247.185	247.854	247.854	245.050	245.050	246.018	245.125	246.912
2015	245.496	247.611	247.611	247.611	247.611	251.622	251.617	251.617	250.831	250.831	250.385	250.385	249.364	247.614	251.115
2016	250.942	253.815	253.815	253.815	253.815	256.098	256.907	256.907	256.941	256.941	256.821	256.821	254.886	253.122	256.651
2017	259.503	261.560	261.560	261.560	261.560	263.756	263.333	263.333	264.653	264.653	265.850	265.850	262.668	260.656	264.680
2018	268.031	270.309	270.309	270.309	270.309	272.395	271.625	271.625	272.805	272.805	273.293	273.293	271.089	269.527	272.652
2019	275.304	276.765	276.765	276.765	276.765	278.631	280.286	280.286	278.682	278.682	279.421	279.421	277.984	276.230	279.738
2020	282.115	280.484	280.484	280.484	280.484	281.055	284.905	284.905	284.505	284.505	283.409	283.409	282.693	281.281	284.105
2021	286.950	290.068	290.068	290.068	290.068	296.573	299.704	299.704	303.099	303.099	304.856	304.856	295.560	289.628	301.493
2022	310.078	316.525	316.525	316.525	316.525	326.656								315.507	

8.94%

# APPRAISAL OF REAL PROPERTY



### LOCATED AT

XX Altenau  
 Cosmopolis, WA 98537  
 Olympic Terrace Lots 27 & 28 Blk 2

### FOR

James & Autumn Clift  
 PO Box 164  
 Cosmopolis, WA 98537

### OPINION OF VALUE

12,500

### AS OF

10/07/2022

### BY

Michael K Rosevear  
 Mike Rosevear Appraisal Services, Inc.  
 PO Box 13502  
 Olympia, WA 98508  
 (360) 580-6375  
 mrosevear@comcast.net  
 rosevearappraisals.com

# LAND APPRAISAL REPORT

File No.: 22100

Property Address: XX Altenau County: Grays Harbor	City: Cosmopolis Legal Description: Olympic Terrace Lots 27 & 28 Blk 2	State: WA Zip Code: 98537
Assessor's Parcel #: 034500202700      Tax Year: 2022      R.E. Taxes: \$ 0      Special Assessments: \$		
Market Area Name: Cosmopolis Hill      Map Reference: 1709-23      Census Tract: 0009.00		
Current Owner of Record: City of Cosmopolis      Borrower (if applicable): None		
Project Type (if applicable): <input type="checkbox"/> PUD <input type="checkbox"/> De Minimis PUD <input type="checkbox"/> Other (describe)      HOA: \$ <input type="checkbox"/> per year <input type="checkbox"/> per month		
Are there any existing improvements to the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes      If Yes, indicate current occupancy: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Not habitable		
If Yes, give a brief description:		

The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective
Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)	
Intended Use: <u>To establish a value for purchasing purposes</u>	
Intended User(s) (by name or type): <u>James &amp; Autumn Clift and the City of Cosmopolis</u>	
Client: <u>James &amp; Autumn Clift</u> Address: <u>PO Box 164, Cosmopolis, WA 98537</u>	
Appraiser: <u>Michael K Rosevear</u> Address: <u>PO Box 13502, Olympia, WA 98508</u>	

Characteristics	Predominant Occupancy	One-Unit Housing	Present Land Use	Change in Land Use																				
Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>PRICE (\$000)</th> <th>AGE (yrs)</th> </tr> <tr> <td>100 Low 1</td> <td></td> </tr> <tr> <td>600 High 125</td> <td></td> </tr> <tr> <td>300 Pred 50</td> <td></td> </tr> </table>	PRICE (\$000)	AGE (yrs)	100 Low 1		600 High 125		300 Pred 50		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>One-Unit</th> <th>80 %</th> </tr> <tr> <td>2-4 Unit</td> <td>1 %</td> </tr> <tr> <td>Multi-Unit</td> <td>1 %</td> </tr> <tr> <td>Comm'l</td> <td>15 %</td> </tr> <tr> <td>Vacant</td> <td>3 %</td> </tr> <tr> <td></td> <td>%</td> </tr> </table>	One-Unit	80 %	2-4 Unit	1 %	Multi-Unit	1 %	Comm'l	15 %	Vacant	3 %		%	<input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely * <input type="checkbox"/> In Process * * To:
PRICE (\$000)	AGE (yrs)																							
100 Low 1																								
600 High 125																								
300 Pred 50																								
One-Unit	80 %																							
2-4 Unit	1 %																							
Multi-Unit	1 %																							
Comm'l	15 %																							
Vacant	3 %																							
	%																							

Factors Affecting Marketability											
Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Market Area Comments: The subject lot is located within the city limits of Cosmopolis in an established neighborhood made up of predominately average quality single-family homes that vary in age, style and appeal. Proximity to shopping, employment centers and all other major conveniences are located four-miles in Aberdeen. The neighborhood has good appeal competing with other nearby established neighborhoods with no adverse conditions noted affecting marketability. Mls records currently indicate that there no active listings of vacant lots within the Cosmopolis market. The expiration ratio is 67%, which depicts the market as the ratio of properties in the previous 12-months that did not sell. There are no pending sales and there was one-sale at \$25,000 with a marketing time of 252-days.





# LAND APPRAISAL REPORT

Section 11, Item D.

File No.: 22100

Dimensions: 150x101.1x150x98.6 Site Area: 14,850 Sq.Ft.

Zoning Classification: R100 Description: Low Residential

Do present improvements comply with existing zoning requirements?  Yes  No  No Improvements

Uses allowed under current zoning: Single-family

Are CC&Rs applicable?  Yes  No  Unknown Have the documents been reviewed?  Yes  No Ground Rent (if applicable) \$ \_\_\_\_\_ / \_\_\_\_\_

Comments:

Highest & Best Use as improved:  Present use, or  Other use (explain) \_\_\_\_\_

Actual Use as of Effective Date: Unimproved Lot Use as appraised in this report: Unimproved Lot

Summary of Highest & Best Use: Zoning for the subject legally permits all the probable uses that include a single-family dwelling. The sloping to low lying topography of lot appears to limit the utility of the site.

SITE DESCRIPTION

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Corner
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Street	Street	Typical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Topography	Sloping to level
Gas	<input type="checkbox"/>	<input type="checkbox"/>		Width	Typical			Size	Typical
Water	<input type="checkbox"/>	<input type="checkbox"/>	Street	Surface	Paved Asphalt			Shape	Rectangular
Sanitary Sewer	<input type="checkbox"/>	<input type="checkbox"/>	Street	Curb/Gutter	Concrete	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	Unknown
Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/>	Street	Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	View	None
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	Street	Street Lights	Standard	<input type="checkbox"/>	<input type="checkbox"/>		
Multimedia	<input type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements:  Inside Lot  Corner Lot  Cul de Sac  Underground Utilities  Other (describe) \_\_\_\_\_

FEMA Spec'l Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 53027C0909D FEMA Map Date 02/03/2017

Site Comments: Site is an unimproved corner lot having a sloping topography from the street, low lying and wet during the winter months. Access to site appears limited due to topography. Darrin Raines from the city of Cosmopolis indicated that there is a drainage pipe and a large catch basin located on the lot that would require an easement if sold. He also indicate that the easement may impact the ability to build and that the site is considered not buildable.

The site has been appraised as a non-buildable site. The appraised value is based on the extraordinary assumption that the site will not support a single-family home. The use of this extraordinary assumption could have affected the assignment results.

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	XX Altenau Cosmopolis, WA 98537	XX Alder Cosmopolis, WA 98537		812 Terrace Ave Aberdeen, WA 98520		XX E Harriman Aberdeen, WA 98520	
Proximity to Subject		0.17 miles NE		2.90 miles NW		0.91 miles NW	
Sale Price	\$	\$	8,500	\$	10,000	\$	8,500
Price/ Sq.Ft.	\$	\$	0.75	\$	1.01	\$	0.94
Data Source(s)		County Records		County Records		County Records	
Verification Source(s)		Parcel#417092322003		Parcel#015002201300		Parcel#012204502600	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust
Sales or Financing							
Concessions		Cash		Cash		Cash	
Date of Sale/Time		12/01/2021		03/10/2021		10/04/2022	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Cosmopolis	Cosmopolis		Arnold Hill		South Aberdeen	
Site Area (in Sq.Ft.)	14,850	11,326		9,900		9,000	
View	None	None		City Skyline		None	
Topography	Sloping/Level	Level		Sloping		Level	
Utilities	Street	Street		Street		None	
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Net Adjustment (Total, in \$ / Sq.Ft.)		<b>Net</b>	%	<b>Net</b>	%	<b>Net</b>	%
Adjusted Sale Price (in \$ / Sq.Ft.)		<b>Gross</b>	%\$ 0.75	<b>Gross</b>	%\$ 1.01	<b>Gross</b>	%\$ 0.94







# LAND APPRAISAL REPORT

**SALES COMPARISON APPROACH**

Summary of Sales Comparison Approach

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**TRANSFER HISTORY**

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): MIs/Co Records

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>According to county records there has been no transfers of the subject property within the prior 3-years.</u>
Date:	
Price:	
Source(s):	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

**PUD**

**PROJECT INFORMATION FOR PUDs (if applicable)**  The Subject is part of a Planned Unit Development.

Legal Name of Project: \_\_\_\_\_

Describe common elements and recreational facilities: \_\_\_\_\_

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**RECONCILIATION**

**Indicated Value by: Sales Comparison Approach \$** 12,474 **or \$** 0.84 **per Sq.Ft.**

Final Reconciliation Subject is appraised to the terms of cash or equivalent financing loan to sell having a market exposure of 180-360 days.

There are five-sales utilized that are considered the best available in regards to proximity, size, and utility. The illustrated sales suggest a market value indicator between \$0.70 and \$1.25 per square foot, with an average value indicator of \$0.84 which is given the most weight.

This appraisal is made  "as is", or  subject to the following conditions: \_\_\_\_\_

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This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

**Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is:**

**\$** 12,500 **, as of:** 10/07/2022 **, which is the effective date of this appraisal.**


**If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.**

**ATTACH.**

A true and complete copy of this report contains 17 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

<input checked="" type="checkbox"/> Limiting cond./Certifications	<input checked="" type="checkbox"/> Narrative Addendum	<input checked="" type="checkbox"/> Location Map(s)	<input type="checkbox"/> Flood Addendum	<input type="checkbox"/> Additional Sales
<input checked="" type="checkbox"/> Photo Addenda	<input checked="" type="checkbox"/> Parcel Map	<input type="checkbox"/> Hypothetical Conditions	<input checked="" type="checkbox"/> Extraordinary Assumptions	<input type="checkbox"/>

**SIGNATURES**

Client Contact: _____	Client Name: <u>James &amp; Autumn Clift</u>
E-Mail: _____	Address: <u>PO Box 164, Cosmopolis, WA 98537</u>
<b>APPRAISER</b> 	<b>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</b>
Appraiser Name: <u>Michael K Rosevear</u>	Supervisory or Co-Appraiser Name: _____
Company: <u>Mike Rosevear Appraisal Services, Inc.</u>	Company: _____
Phone: <u>(360) 580-6375</u> Fax: _____	Phone: _____ Fax: _____
E-Mail: <u>mrosevear@comcast.net</u>	E-Mail: _____
Date of Report (Signature): <u>10/15/2022</u>	Date of Report (Signature): _____
License or Certification #: <u>1700546</u> State: <u>WA</u>	License or Certification #: _____ State: _____
Designation: <u>Certified Residential</u>	Designation: _____
Expiration Date of License or Certification: <u>10/12/2024</u>	Expiration Date of License or Certification: _____
Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)	Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect
Date of Inspection: <u>10/07/2022</u>	Date of Inspection: _____

# Assumptions & Limiting Conditions

Section 11, Item D.

File No.: 22100

Property Address: XX Altenau

City: Cosmopolis

State: WA

Zip Code: 98537

Client: James & Autumn Clift

Address: PO Box 164, Cosmopolis, WA 98537

Appraiser: Michael K Rosevear

Address: PO Box 13502, Olympia, WA 98508

## STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

# Definitions & Scope of Work

Section 11, Item D.

File No.: 22100

Property Address: XX Altenau City: Cosmopolis State: WA Zip Code: 98537

Client: James & Autumn Clift Address: PO Box 164, Cosmopolis, WA 98537

Appraiser: Michael K Rosevear Address: PO Box 13502, Olympia, WA 98508

## DEFINITION OF MARKET VALUE \*:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

# Certifications

Section 11, Item D.

File No.:

Property Address: XX Altenau City: Cosmopolis State: WA Zip Code: 98537  
 Client: James & Autumn Clift Address: PO Box 164, Cosmopolis, WA 98537  
 Appraiser: Michael K Rosevear Address: PO Box 13502, Olympia, WA 98508

### APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

Client Contact: \_\_\_\_\_ Client Name: James & Autumn Clift  
 E-Mail: \_\_\_\_\_ Address: PO Box 164, Cosmopolis, WA 98537

APPRAISER

Appraiser Name: Michael K Rosevear  
 Company: Mike Rosevear Appraisal Services, Inc.  
 Phone: (360) 580-6375 Fax: \_\_\_\_\_  
 E-Mail: mrosevear@comcast.net  
 Date Report Signed: 10/15/2022  
 License or Certification #: 1700546 State: WA  
 Designation: Certified Residential  
 Expiration Date of License or Certification: 10/12/2024  
 Inspection of Subject:  Did Inspect  Did Not Inspect (Desktop)  
 Date of Inspection: 10/07/2022

SUPERVISORY APPRAISER (if required)  
 or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Date Report Signed: \_\_\_\_\_  
 License or Certification #: \_\_\_\_\_ State: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Expiration Date of License or Certification: \_\_\_\_\_  
 Inspection of Subject:  Did Inspect  Did Not Inspect  
 Date of Inspection: \_\_\_\_\_

SIGNATURES

## Supplemental Addendum

File No. 2210061

Section 11, Item D.

Owner	City of Cosmopolis						
Property Address	XX Altenau						
City	Cosmopolis	County	Grays Harbor	State	WA	Zip Code	98537
Client	James & Autumn Clift						

To the best of my knowledge and belief, these analysis, opinions and conclusions meet or exceed the minimum standards of:

- *The Uniform Standard of Professional Appraisal Practice.*
- *The State of Washington Department of Licensing real estate Appraiser Act.*
- *Client's Guidelines.*

### Purpose of the Appraisal:

The scope of this appraisal report is to develop an opinion of market value for land and improvements in fee simple ownership located at XX Altenau, Cosmopolis. The intended user of this report is James & Autumn Clift and for the use in assisting in establishing a value for conventional loan and is not intended for any other use. The appraiser is not responsible for any unauthorized use of this report.

### Appraisal Development and Reporting Process:

The following steps were taken in arriving at the final opinion of value included in the appraisal report of the subject property:

After receiving the assignment, a preliminary search of all available sources was made to determine market trends, influences and other significant factors pertinent to the subject property.

A physical inspection of the property was performed. Although due diligence was exercised while at the subject, the appraiser inspection is limited to those things readily observable without the use of special testing or equipment. The appraiser is not an expert in such matters as hazardous waste, boundary line, encroachments, etc. and no warranty is given as to these elements. As needed, inspections by various professionals within these fields may be recommended.

The subject neighborhood and/or marketing area was then analyzed to determine current market factors and their influences on the subject property. A search for available sales data and listings was then performed from the immediate area or from alternate competitive marketing area and those sales and listing that were overall most similar to the subject property were considered.

In developing the opinion of value, I performed a complete appraisal process, as defined by the *Uniform Standards of Professional Appraisal Practice*.

This *appraisal report* is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice*. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that are not provided within the report, concerning data, reasoning and analyses is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and for the intended use stated in the report.

The appraisal report was then delivered to the client, which constituted the completion of the assignment.

### Signature

This appraisal report may contain a digital signature that meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). The Software program used to generate this appraisal report contains a

## Supplemental Addendum

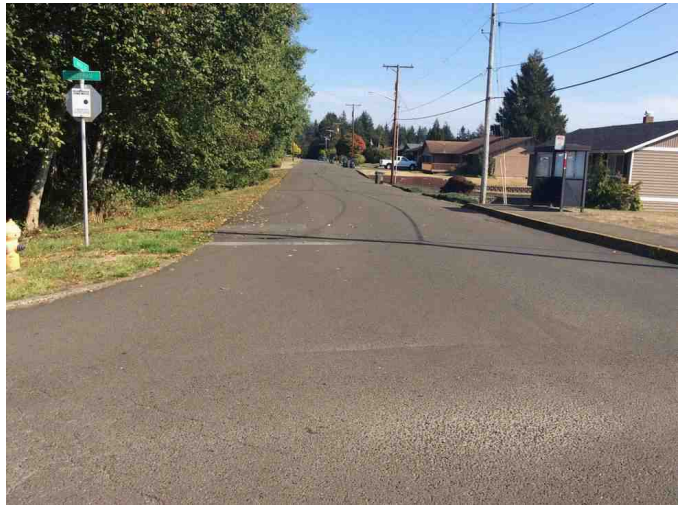
File No. 2210061

Section 11, Item D.

Owner	City of Cosmopolis						
Property Address	XX Altenau						
City	Cosmopolis	County	Grays Harbor	State	WA	Zip Code	98537
Client	James & Autumn Clift						

digital signature security feature, which utilizes personal passwords to protect digital signatures. Each appraiser has sole personalized control of affixing his/her digital signature to a report. The appraisal report can not be modified without the permission of every appraiser who has signed the report. Electronically affixing a signature to a report carries the same level of authenticity and responsibility as an ink signature on a paper report.







# Comparable Land Photo Page

Section 11, Item D.

Owner	City of Cosmopolis				
Property Address	XX Altenau				
City	Cosmopolis	County	Grays Harbor	State	WA
Client	James & Autumn Clift			Zip Code	98537



### Comparable 1

XX Alder	
Prox. to Subj.	0.17 miles NE
Sales Price	8,500
Date of Sale	12/01/2021
Site Area	11,326
Location	Cosmopolis
View	None
Topography	Level
Utilities	Street



### Comparable 2

812 Terrace Ave	
Prox. to Subj.	2.90 miles NW
Sales Price	10,000
Date of Sale	03/10/2021
Site Area	9,900
Location	Arnold Hill
View	City Skyline
Topography	Sloping
Utilities	Street



### Comparable 3

XX E Harriman	
Prox. to Subj.	0.91 miles NW
Sales Price	8,500
Date of Sale	10/04/2022
Site Area	9,000
Location	South Aberdeen
View	None
Topography	Level
Utilities	None



# Comparable Photo Page

Section 11, Item D.

Owner	City of Cosmopolis						
Property Address	XX Altenau						
City	Cosmopolis	County	Grays Harbor	State	WA	Zip Code	98537
Client	James & Autumn Clift						



### Comparable 4

XX Unknown  
 Prox. to Subject 1.12 miles NW  
 Sale Price 6,300  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location South Aberdeen  
 View  
 Site 9,000  
 Quality  
 Age



### Comparable 5

XX W Stockwell St  
 Prox. to Subject 1.71 miles NW  
 Sale Price 15,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location South Aberdeen  
 View  
 Site 12,000  
 Quality  
 Age

### Comparable 6

Prox. to Subject  
 Sale Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age





# Aerial Map

Section 11, Item D.

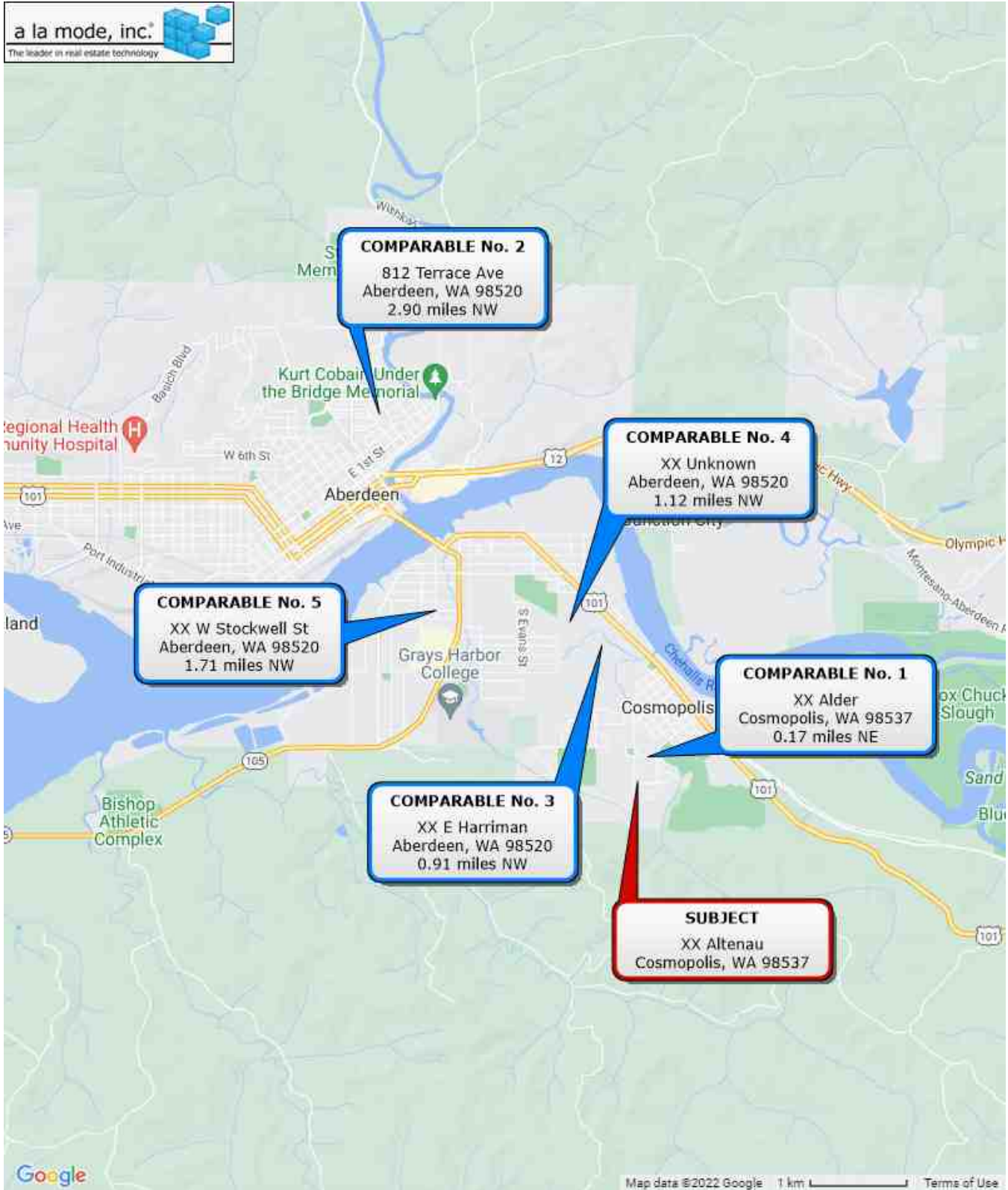
Owner	City of Cosmopolis				
Property Address	XX Altenau				
City	Cosmopolis	County	Grays Harbor	State	WA Zip Code 98537
Client	James & Autumn Clift				



# Location Map

Section 11, Item D.

Owner	City of Cosmopolis						
Property Address	XX Altenau						
City	Cosmopolis	County	Grays Harbor	State	WA	Zip Code	98537
Client	James & Autumn Clift						

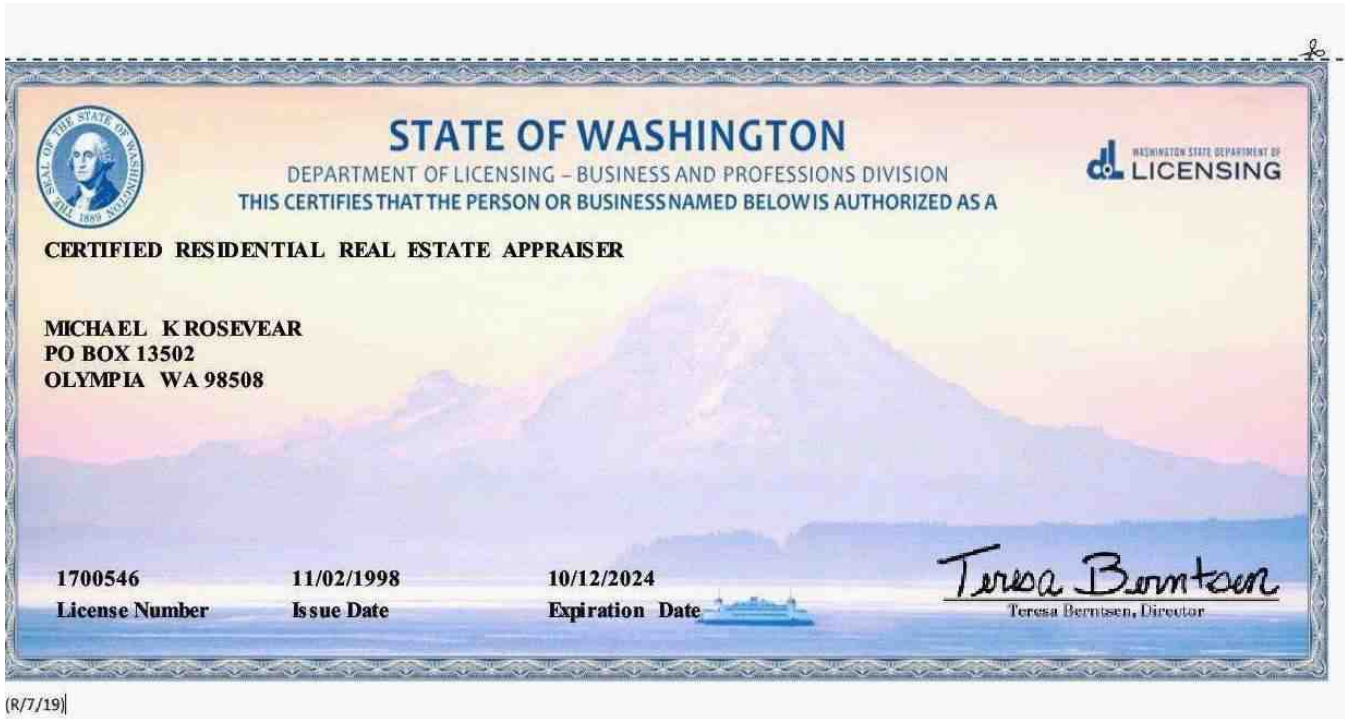




# License

Section 11, Item D.

Owner	City of Cosmopolis				
Property Address	XX Altenau				
City	Cosmopolis	County	Grays Harbor	State	WA Zip Code 98537
Client	James & Autumn Clift				



Chief and DC,

Here are the numbers for the new car. There are 4 configuration options:

**Option 1:** Just the car and equipment. No graphics package and no radar. Does include a camera system.

**Option 2:** Car and Equipment + graphics

**Option 3:** Car and Equipment + graphics + wrapping the car black (to match the rest of the fleet as this one is white)

**Option 4:** Car and Equipment + graphics + wrap + radar

	Option 1	Option 2	Option 3	Option 4
	Base Car without Graphics	Car with Graphics	Car with Graphics and Black Wrap	Car with Graphics, Black Wrap, and Radar
Base Tahoe	\$47,200.00	\$47,200.00	\$47,200.00	\$47,200.00
Computer	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Radio	\$1,775.00	\$1,775.00	\$1,775.00	\$1,775.00
Printer, Scanner, Charger, Wiring	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Modem and Antenna	\$1,349.29	\$1,349.29	\$1,349.29	\$1,349.29
Outfitting	\$19,944.45	\$19,944.45	\$19,944.45	\$19,944.45
Graphics		\$445.00	\$445.00	\$445.00
Black Wrap			\$3,855.00	\$3,855.00
Radar				\$3,250.00
<b>Total</b>	<b>\$72,768.74</b>	<b>\$73,213.74</b>	<b>\$77,068.74</b>	<b>\$80,318.74</b>

Keep in mind we can probably find another radar on ebay to save some money if we didn't want a brand new one.

Let me know if you have any questions. As a reminder, we have to get them a final yes the morning of Thursday the 20th or they will no longer hold it for us. The laptop, radio, printer, scanner, charger will be on us to buy and then we will need to ship it to them to be installed.

The lighting package will be based on these: [Three Amazing 2021 Police Tahoes! - YouTube](#)

Thanks,

Adam

--

Officer A. Johnson #987

Cosmopolis Police Department

Item	Size	Serial Number
Turnout Jacke	42	
Turnout Jacke	42	
Turnout Jacke	42	
Turnout Jacke	44	
Turnout Jacke	44	
Turnout Jacke	44	
Turnout Jacke	46	
Turnout Jacke	46	
Turnout Jacke	46	
Turnout Jacke	48	
Turnout Jacke	48	
Turnout Jacke	48	
Turnout Jacke	50	
Turnout Jacke	50	
Turnout Pant	34	
Turnout Pant	34	
Turnout Pant	34	
Turnout Pant	36	
Turnout Pant	38	
Turnout Pant	38	
Turnout Pant	40	
Turnout Pant	40	
Turnout Pant	40	
Turnout Pant	40	
Turnout Pant	40	
Turnout Pant	42	
Turnout Pant	42	
Turnout Pant	44	
Turnout Pant	44	
Turnout Pant	46	

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Eleventh day of October in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Cosmopolis  
1300 1st Street  
Cosmopolis, WA 98537

and the Architect:  
*(Name, legal status, address and other information)*

Harbor Architects LLC  
345 W. Wishkah Street  
Aberdeen, WA 98520

for the following Project:  
*(Name, location and detailed description)*

New Municipal Building  
Cosmopolis, Washington

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owner's initial program has already been established as basis for facility bond issue recently presented to voters.

§ 1.1.2 The Project's physical characteristics: (Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

4,542 sf, pile supported, wood frame, single story addition to south of existing City Hall structure.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

See Exhibit A - Revised Fee Proposal: Estimated Construction Cost

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Init.

Notice to proceed based on Schematic Design September 29, 2022

Bidding and construction documents completed by: April 3, 2023

.2 Construction commencement date:

June 19, 2023

*(Paragraphs Deleted)*

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid Method

*(Paragraphs Deleted)*

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Darrin Raines, City Administrator  
City of Cosmopolis  
1300 1st Street  
Cosmopolis, WA 98537  
(360) 532-9230

draines@cosmopoliswa.gov

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

Landau Associates  
Lance Levine, PE  
955 Malin Lane SW, Suite B  
Tumwater, WA 98501  
(360) 628-5109  
llevine@landauinc.com

.2 Civil Engineer:

Berglund Schmidt & Associates Inc  
Mike Schmidt, PLS  
2323 Bay Avenue  
Hoquiam, WA 98550  
(360) 532-7630  
mschmidt@berglundschmidt.com

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Alan E Gozart, AIA

(360) 532-0980

Email Address: alan@harborarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

PCS Structural Solutions  
Jack Pinkard, PE SE  
1250 Pacific Ave Suite 701  
Tacoma WA 98402  
(253) 383-2797  
jpinkard@pcs-structural.com

.2 Mechanical Engineer:

FSI Engineers  
Benjamin Gozart  
506 Second Avenue Suite 700  
Seattle, WA 98104  
(206) 622-3321  
benjaming@fsi-engineers.com

.3 Electrical Engineer:

TFWB Engineers  
Kevin Wartelle  
1200 Westlake Ave N, Suite 509  
Seattle, WA 98109  
(206) 285-7228  
kevin@tf-wb.com

Init.



(Paragraphs Deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00 ) for each occurrence and Four Million Dollars and Zero Cents (\$ 4000000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits per statute.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00 ) per claim and Three Million Dollars and Zero Cents (\$ 3000000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

Init.



inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

**§ 3.3 Design Development Phase Services**

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

**§ 3.4 Construction Documents Phase Services**

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids ; (2) confirming responsiveness of bids; (3) determining the successful bid , if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs Deleted)*

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not

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have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to

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payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

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.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

| *(Paragraph Deleted)*

| *(Table Deleted)*

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

| See attached Exhibit A - Revised Fee Proposal - Section "Optional Supplemental Services"

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

| See attached Exhibit A - Revised Fee Proposal - Section "Optional Supplemental Services"

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**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

*(Paragraph Deleted)*

- .2 Twenty-two ( 22 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 Three ( 3 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty ( 30 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

**ARTICLE 5 OWNER’S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner’s responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

**ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors’ general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect’s judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor’s methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect’s responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project’s size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner’s budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect’s services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

**ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

5,000

.2

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the



Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Paragraph Deleted)*

*(Paragraph Deleted)*

See attached Exhibit A - Revised Fee Proposal

*(Paragraph Deleted)*

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services

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/

required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

| See attached Exhibit A - Revised Fee Proposal - Section "Optional Supplemental Services"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

| See attached Exhibit A - Revised Fee Proposal - Section "Optional Supplemental Services"

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

| See attached Exhibit A - Revised Fee Proposal - Section "Optional Supplemental Services"

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| *(Table Deleted)*

| *(Paragraph Deleted)*

| See attached Exhibit A - Revised Fee Proposal

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

| *(Paragraphs Deleted)*

| *(Table Deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

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- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 15.00 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

None

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph Deleted)*

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

18 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.



(Paragraphs Deleted)

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

(Paragraph Deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs Deleted)

Exhibit A - Revised Fee Proposal

(Paragraphs Deleted)

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)  
 Kyle Pauley, Mayor  
 (Printed name and title)

\_\_\_\_\_  
**ARCHITECT** (Signature)  
 Alan E Gozart, AIA, Principal  
 (Printed name, title, and license number, if required)

Exhibit A - Revised Fee Proposal

Basic Services						
Estimated Construction Cost	Percent Fee per State of WA DES A/E Fee Schedule	Industry Standard Fee	Proposed Fee	Notes		
\$2,610,000	10%	\$261,000		New Construction: 4543sf @ \$475/sf = \$2,158,000 Remodel: 1505sf @ \$300/sf = \$452,000 (a very conservative estimate) Total New and Remodel = \$2,610,000		
Architectural and Engineering Breakdown						
<b>Architectural</b>		68%	Amount	Amount		
Schematic Design		18%	\$31,946	\$0	Total Architectural fee	
Design Development		20%	\$35,496	\$35,496	\$13,447 billed to date to complete design for new concept, project phase is complete	
Construction Documents		31%	\$55,019	\$50,000	Re-use previous project manual (specs)	
Bidding		2%	\$3,550	\$3,550		
Construction Administration		27%	\$47,920	\$47,920		
Closeout		2%	\$3,550	\$3,550		
<b>Structural</b>		10%	\$26,100	\$22,600	Re-use previous project manual (specs)	
<b>Mechanical/Plumbing</b>		14%	\$36,540	\$28,800	Re-use previous project manual (specs)	
<b>Electrical</b>		8%	\$20,880	\$15,500	Re-use previous project manual (specs)	
Total Basic Services			\$261,000	<b>\$207,416</b>		
<b>Supplemental Services</b>						
Discipline	Fee	HA Markup 10%				
Civil Engineering	\$15,000		\$1,500	\$16,500		
Total Supplemental Services				\$16,500	<b>\$16,500</b>	
<b>Total Basic and Supplemental Services</b>				\$277,500	<b>\$223,916</b>	
<b>Optional Supplemental Services</b>						
Mechanical/Plumbing/Generator Commissioning				\$10,618		
Mechanical/Plumbing Site Visit (each)				\$1,400		
Electrical Site Visit (each)				\$900		
Structural Site Visit (each)				\$800		