

PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING

SPECIAL MEETING FROM 4:30 PM - 6:00 PM

Tuesday, August 08, 2023

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Ethan Benson, Chair Bryan Holloway, Councilmember Jolyon Johnson, Councilmember

This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **867 8554 3964** and Password **1700050121** if prompted.

Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment. Press *6 to mute and unmute.

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- 1) Click this link
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter 867 8554 3964; Enter Password 1700050121
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CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS

MINUTES

1. Approval of minutes dated July 18, 2023.

AGENDA BILLS

- 2. AB23-098: Resolution Approving the Design-Build Contract with Absher Construction, Inc., for the Community Center Expansion
- 3. AB23-099: License Agreement with The Line Experience, Inc.
- 4. AB23-100: Resolution Approving the Selection of CDK for the Storm Pond Fencing Repair
- 5. **AB23-101**: Purchase of Community Park Splash Pad Equipment and Installation from Aquatix by Landscape Structures, Inc.

DISCUSSION

6. Concussion Information

ADJOURNMENT



PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING MINUTES JULY 18, 2023

This meeting was conducted in person and remotely using teleconferencing technology provided by Zoom

CALL TO ORDER

Councilmember Bryan Holloway called the meeting to order at 5:00 pm.

Committee Members: Councilmembers Bryan Holloway and Jo Johnson (remote) were present. Councilmember Ethan Benson requested an excused absence which was unanimously approved. Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, Interim City Administrator; Jeff Hamlin, Interim Parks & Public Works Director; Deana Dean, City Clerk; Patrick Fry, Project Engineer; Andrew Jongekryg, IT Support; Drew Bouta, Budget Manager; and Janna Walker, Budget Analyst.

PRESENTATION

1. Waste Management: Community Outreach and Education on Recycling presentation by Han Kirkland, Shannon Brennan and interns Katie and Martine. Committee questions and comments followed.

PUBLIC COMMENTS – There was no public comment.

AGENDA APPROVAL – The agenda was approved as presented.

MINUTES

2. The minutes from the July 5, 2023, meeting were approved as presented.

AGENDA BILLS

3. **AB23-096**: Amendment to Public Works Contract with Purcell Painting & Coatings for the City Hall Stairs Repair Project. Project Engineer Patrick Fry spoke to this item. Brief discussion followed. This matter is approved to move forward at the July 24, 2023, City Council Meeting consent agenda.

DISCUSSION

- 4. Interim Parks & Public Works Director Jeff Hamlin provided the following updates:
 - a. Staffing: Parks & Public Works is down six employees although they are interviewing for the Parks Supervisor position and hope to have that filled soon. Interim City Administrator Chambless noted Community Outreach has been moved to Parks & Public Works.

Parks & Public Works Committee & Committee of the Whole Hybrid Meeting July 18, 2023

b. Project Status: Parkway Rehabilitation Project is underway for the next 2-3 weeks reconstructing ADA ramps. Paving starts in August and is expected to take approx. 3 weeks with segments of lanes closed intermittently. Mill Pond Road paving starts on Friday and Stone Quarry Road begins around the same time. Community Center Expansion scoping and contracting is expected to be presented at the next P&PW Committee meeting.

ADJOURNMENT - The meeting was adjourned at 5:30 pm.

Minutes taken by Deana Dean, City Clerk.

Recorded meeting audio is available on the City website after the meeting.

Minutes approved at the _____ Parks & Public Works Committee Meeting.

Item 2.



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-098 August 14, 2023 Committee Report

AGENDA BILL INFORMATION

TITLE:	AB23-098: Approving a Design-build Contract with Absher					
	Construction, Inc., for the Community Center Expansion					
PROPOSED	Adopt Resolution No. XXXX Approving a Design-build Contract				☐ Motion	
ACTION:	with Absher Construction, In	ic., for the C	Community Cente	r	☐ Ordinance	
	Expansion Project.				□ Resolution	
REVIEW:	Department Director	Jeff Hamlin		7/18/	7/18/2023	
	Finance	Drew Bouta		7/24/2	24/2023	
	Legal	David Linehan		7/14/2	14/2023	
	City Administrator	Mike Chambless		7/27/	2023	
DEPARTMENT:	Parks & Public Works					
STAFF:	Jeff Hamlin, Interim Parks & Public Works Director					
COMMITTEE:	Parks & Public Works COMMITTEE DA		ATE: August 8, 2023			
MEMBERS:	Ethan Benson Bryan Holloway		Jo J	ohnson		
 Resolution No. XXXX Phase 1 Design Services for the Community Center Expansion PDB Contract – Community Center Expansion Project Exhibit A – List of Reference Documents Exhibit B – Owners Project Criteria – Request for Proposal Exhibit C - Absher Scope and Fee Proposal for Design-build Services Exhibit D – Construction General Conditions YMCA Endorsement Letter Public Body Design Build Project Approval Letter CIP Excerpt: Community Center Expansion 						

AMOUNT OF EXPENDITURE \$ 1,888,934 (w/

Sales Tax)

AMOUNT BUDGETED \$ 15,198,350 (2023-

2024 Biennium)

APPROPRIATION REQUESTED \$ 0

SUMMARY

INTRODUCTION

This agenda bill seeks to adopt of Resolution XXXX approving a Design-build Contract with Absher Construction, Inc. to complete pre-construction and design services for the Community Center Expansion Project. This project will add approximately 24,000 square feet to the existing community center building

including a new swimming pool, expansion of the cardio center, improved locker rooms, and additional multi-use space.

LEGISLATIVE HISTORY

Agenda Bill AB22-138, motion Approved November 14, 2022.

Agenda Bill AB22-138 authorized an Agreement for Consultant Services with Parametrix, Inc. to assist with obtaining Project Review Committee approval of the use of design-build alternative public works contracting method for design and construction of the Community Center Expansion Project. Following PRC approval, the contract also provided for Parametrix's assistance with design-builder procurement.

Resolution No. 1520, adopted October 14, 2019.

In Res. No. 1520, the City Council formally declined the Si View Park District's proposal for City of Snoqualmie participation in a proposed Si View Park District aquatics facility, due to the substantial project cost of the proposed aquatics facility and need for additional property tax increases on City of Snoqualmie taxpayers. Res. No. 1520 also renewed the City Council's request for development of options for a six-lane pool and presentation to the Council of recommendations for action on components outlined in Res. No. 1508.

Resolution No. 1508, adopted August 12, 2019.

Res. No. 1508 authorized and requested that the Mayor and Administration refine the proposed Snoqualmie Community Center expansion project, and present to the City Council recommendations for action on certain identified subjects, including identification of project partners, *e.g.*, YMCA of Greater Seattle, Snoqualmie Valley School District No. 410 ("School District") and/or the Si View Metropolitan Park District ("Park District"), along with the type and general parameters of any contracts, operating agreements or such other legal documents needed to memorialize partners' participation.

BACKGROUND

In February 2023 City staff advertised a request for proposal for design-build services for the purposes of planning and design of the Community Center Expansion. Proposals were provided by four qualified contractors including Abbott Construction, Absher Construction, Bayley Construction, and GLY Construction. A panel of City staff and consultants selected Absher Construction to provide design-build services for the Community Center Expansion. City staff worked with Absher to prepare a scope of work to complete the preconstruction and design tasks associated with the Community Center Expansion Design-Build effort. This scope of work is provided as **Exhibit C** and includes tasks to complete preconstruction and design. The total fee for this work is \$1,734,558 without sales tax and \$1,888,935 with sales tax. Following completion of this scope of work it is anticipated that this contract will be amended to add future tasks, including permitting and construction.

ANALYSIS

The proposed resolution includes recitals discussing the above background and history of the Community Center Expansion project leading to the award of a Progressive Design-Build contract, which is the subject of this agenda bill. Work under this contract includes planning, programming, and predesign activities, based on community input, staff recommendations and coordination with stakeholders and development partners. The intent of the Phase 1 scope is to prepare a conceptual development plan with enough detail to adequately evaluate optimal building configurations, operational factors, revenue generation, and construction costs. A guaranteed maximum price will also be established as a basis to move forward with final design and construction of the facility, pending City Council approval.

BUDGET IMPACTS

Administration recommends approving a contract with Absher Construction, Inc. in the amount of \$1,888,934 to complete pre-construction and design services for the Community Center Expansion Project. This project has been incorporated in the 2023-2028 Capital Improvement Plan (CIP) (See Exhibit #9). The 2023-24 Budget appropriates \$15,198,350 for this project, with a life-of-project budget of \$28,338,000. Currently, \$51,094 has been spent in the current biennium and \$119,926 has been encumbered for outstanding contracts. Moreover, Council has approved a contract (AB22-138) that contains potential tasks in the amount of \$645,048 that require further Council approval before the contractor can proceed. With the addition of the Absher Construction, Inc. contract, the remaining Biennial Budget appropriation is \$12,493,348. Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget (Non-Utilities Capital Fund #310) to fund the contract.

Community Center Expansion Project

		of-Project Budget ltiple Bienniums)	2023-2024 ennial Budget
Beginning Budget	\$	28,338,000	\$ 15,198,350
Expenditures	\$	(51,094)	\$ (51,094)
Outstanding Contract Value (Previously Approved)	\$	(119,926)	\$ (119,926)
Other Outstanding Contract Value (Dependent on further Council approval)		(645,048)	\$ (645,048)
Current Available Budget		27,521,932	\$ 14,382,282
Value of this Contract (AB23-098)	\$	(1,888,934)	\$ (1,888,934)
Available Budget after AB23-098	\$	25,632,998	\$ 12,493,348

NEXT STEPS

Following Council approval, the design team will initiate the programming phase to develop building concepts and associated cost alternatives. The Phase 1 effort will proceed through the remainder of 2023 with Guaranteed Maximum Price anticipated in January 2024.

PROPOSED ACTION

Move to adopt Resolution No. XXXX approving a Design-build Contract to Absher Construction, Inc., and authorize the Mayor to sign.

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON APPROVING A PROGRESSIVE DESIGN-BUILD CONTRACT WITH **ABSHER** CONSTRUCTION, INC., FOR PHASE 1 **PLANNING** AND DESIGN OF **COMMUNITY** CENTER **EXPANSION** PROJECT.

WHEREAS, the City of Snoqualmie is a noncharter code City operating under Title 35A of the Revised Code of Washington; and

WHEREAS, under RCW 35A.11.020 the Snoqualmie City Council has been granted "all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law"; and

WHEREAS, "by way of illustration and not in limitation, such powers may be exercised in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition. . .[of] real property of all kinds," and to provide "local social, cultural, [or] recreational" services; and

WHEREAS, the City of Snoqualmie owns certain real property located at 35018 SE Ridge Street, in the Snoqualmie Ridge Neighborhood Center, known as the Community Center Property; and

WHEREAS, in 2006 and again in 2008, Snoqualmie residents voted in favor of construction of a swimming pool at the community center, although the rates of favorable votes

Res. No. XXXX August 14, 2023 Page 1 of 5 (52 percent in 2006 and 55 percent in 2008), did not meet the 60% threshold required by state law to authorize issuance of capital bonds; and

WHEREAS, in 2010 the Community Center Property was improved with a community center facility constructed without the need for issuance of capital bonds; and

WHEREAS, the Snoqualmie Community Center is now operated on the City's behalf by the YMCA of Greater Seattle pursuant to the Agreement Between the City of Snoqualmie and the YMCA of Greater Seattle For Operation and Maintenance of the Snoqualmie Community Center, dated March 26, 2010; and

WHEREAS, the existing Community Center facility is used by nearly 40% of Snoqualmie residents, which is the second highest usage in the country for a YMCA-run facility; and there is more demand than the existing facility can accommodate such that programs, classes, and spaces are overcrowded; and

WHEREAS, additional space remains on the Community Center Property for development of additional community facilities, including a swimming pool and other aquatics components; and

WHEREAS, in June, 2019, an EMC Research survey of City residents indicated more than 70% of respondents supported construction of a Community Center expansion, including construction of a swimming pool, other aquatics facilities, and other community facilities; and

WHEREAS, on August 12, 2019, the Snoqualmie City Council adopted Resolution No. 1508, which authorized and requested that the Mayor and Administration further refine the proposed Snoqualmie Community Center expansion project, and present to the City Council recommendations for action on certain identified subjects, including identification of project partners, *e.g.*, YMCA of Greater Seattle, Snoqualmie Valley School District No. 410 ("School

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Item 2.

District") and/or the Si View Metropolitan Park District ("Park District"), along with the type and

general parameters of any contracts, operating agreements or such other legal documents that may

be necessary to memorialize the partners' participation; and

WHEREAS, in response to Resolution No. 1508, the Mayor and/or City staff met

separately with representatives of the YMCA of Greater Seattle, School District, and the Si View

Park District, to assess those organizations' respective levels of interest in partnering with the City

and to discuss details of potential Project construction or expansion; and

WHEREAS, materials presented by Park District staff at the Park District's September 4,

2019 meeting, and discussed by Park District staff at the September 26, 2019 School District Board

meeting, indicated that the Park District contemplates that its Aquatics Facility would be funded

primarily by new property taxes on both Park District and City of Snoqualmie residents; and

WHEREAS, the amount of revenue that the Parks District materials indicate would be

needed from the City of Snoqualmie to construct and operate the District's proposed aquatics

facility significantly exceeds resources planned or budgeted to be available to the City of

Snoqualmie; and

WHEREAS, the revenue needed from the City of Snoqualmie to help fund the Parks

District's proposed Aquatics Facility would need to be obtained from new property taxes for which

voter approval is required, and such approval has not yet been obtained and is uncertain; and

WHEREAS, the Snoqualmie Community Center expansion currently being evaluated by

City staff and the City Council is anticipated to be paid for using existing city revenue sources, a

YMCA direct contribution of up to \$2.2 million and, if available, a capital contribution from the

School District; and

Res. No. XXXX August 14, 2023

WHEREAS, in order to facilitate the Mayor and City staff's completion of further analysis and recommendations concerning Community Center expansion components as called for by Resolution No. 1508, the City Council adopted Resolution 1520 rejecting the Parks District's proposed Aquatic Facility; and

WHEREAS, in November 2022, the City Council approved Agenda Bill AB22-138 authorizing an Agreement for Consultant Services with Parametrix, Inc. to assist with obtaining Project Review Committee (PRC) approval of the use of the Progressive Design-Build Alternative Public Works Contracting Method for design and construction of the Community Center Expansion Project. Following PRC approval, the contract also provided for Parametrix's assistance with design-builder procurement; and

WHEREAS, in June 2023 the King County Executive approved the Aquatic Facilities and Parks Capital and Open Space Advisory Committee's recommendation to award \$1,000,000.00 to the City of Snoqualmie for the Community Center Expansion project, and

WHEREAS, the City has conducted a selection process for procurement of a design-build contractor team to plan, design, and construct the Community Center Expansion project, selecting Absher Construction, Inc., as the most qualified contractor; and

WHEREAS, the Design-Build contract is structured in a phased approach to provide for Council oversight and consensus prior to approval of construction funding. Phase 1 includes planning, programming, and pre-design of the facility to develop a Guaranteed Maximum Price (GMP) that shall be approved by Council before the Phase 2 Construction phase begins.

NOW, THEREFORE, the City Council of the City of Snoqualmie, Washington does hereby resolve to **Approve** the Progressive Design-Build Contract for the City of Snoqualmie

Res. No. XXXX August 14, 2023 Page 4 of 5 Community Center Expansion Project with Absher Construction, Inc., substantially in the form attached hereto as ATTACHMENT 1, and authorizes the Mayor to sign.

PASSED by the City Council of the City of Snoqualmie, Washington, this 14th day of August, 2023.

	Katherine Ross, Mayor	
Deana Dean, City Clerk		
Approved as to form		
David Linehan, City Attorney		

Item 2.



CITY OF SNOQUALMIE

CONTRACT ROUTING SHEET

 ORIGINATING DEPARTMENT INFO 				
Contract Name: Phase 1 – Community Center Expansion project Department: Parks & Public Works	Contract No: 23-070			
Staff Person: Jeff Hamlin				
Date of Request: 7/20/23 Date Due: 7/26/23				
 DOCUMENT TYPE 				
Public Works Contract If other:				
CONTRACTOR / VENDOR / CONSULTANT INFO	PROJECT TITLE (if relevant)			
Name: Absher Construction, Inc.	ject Phase: Choose an item.			
Address: 1001 Shaw Road, Puyallup, WA 98372				
Phone: 253.845.9544				
Type of Person or Entity Corporation: State where entity formed: WA	Debarred or Suspended: 🗌 Yes 🔀 No			
Signature name: Curt Gimmestad Title: Vice President Contractor Ema	il: curt.gimmestad@absherco.com			
Tax ID#: 91-0688333	If none, date when application submitted:			
Non Profit: Yes No Completed W9 Yes No	Non Profit: Yes No Completed W9 Yes No			
SCOPE OF WORK - EXHIBIT A				
Attach a complete and detailed description of the services or scope of w and location of work as EXHIBIT A to the contract. Additional exhibits ma				
 TERM/COMPENSATION 				
Commencement Date 8/14/23 Completion Date: 3/30/24	Contract Extension: 🗌 Yes 🔀 No			
Total Compensation: $$1,734,558$ Not to Exceed: $$1,734,558$ ($$1,888,934$ w/ Sales Tax) (Include expenses and sales tax, if any. If calculated on hourly labor charge, attach schedules of employees' titles and hourly rates)				
Reimbursable Expenses:				
Certificate of Insurance Required:				
 PURCHASING & CONTRACTING REQUIREMENTS (see Snoqualmie 	Municipal Code (SMC) §2.90 Contracts			
Procurement Category: Public Works Contract				
Selection Process/Procedure Used: Request for Proposals (RFP)				
	r Mayor or City Admin. City Council			
 CONTRACT ROUTING & APPROVALS (INITIALED & DATED BY APP 				
	ACCOUNTING INFORMATION / OTHER NOTES			
1. Director Name: Jeff Hamlin Applic	able Account Codes & Descriptions:			
2. Finance (Drew Bouta, Janna Walker)				
3. City Attorney: David Linehan				
 SIGNATURES COLLECTED 				

Item 2.

CITY OF	
SNOQUALMIE	CITY OF SNOQUALMIE
	CONTRACT ROUTING SHEET
7/4 //	

Manager (if required):	Signed Copy Back to Originating Department
Director (if required):	Forward Original to Deana Dean, City Clerk
Mayor or City Administrator (if required):	Forward Original to Reina McCauley, Deputy City Clerk

Updated: 7/24/2023

City of Snoqualmie Community Center Expansion Project

Progressive Design-Build Contract

This Contract is made and entered into as of, 2023, by and between the following parties, for services in connection with the Project identified below:
OWNER:
City of Snoqualmie 38624 SE River St. Snoqualmie, WA 98065
DESIGN-BUILDER: (Name and address)
Absher Construction, Inc 1001 Shaw Road Puyallup, WA 98372
PROJECT: (Include Project name and location as it will appear in the Contract Documents)
City of Snogualmie Community Center Expansion Project

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

35018 SE Ridge Street Snoqualmie, WA 98065

Article 1

General

- **1.1 Authorization.** This Design-Build Contract (the "Contract") is authorized by and entered in accordance with the Design-Build requirements of RCW 39.10. This Contract shall be interpreted to be consistent with the requirements of those statutory provisions.
- **1.2 Duty to Cooperate.** Owner and Design-Builder always commit to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Contract.
- **1.3 Definitions.** Terms, words, and phrases used in this Contract shall have the meanings given them in the *General Conditions of Contract Between Owner and Design-Builder* ("General Conditions").
- **1.4 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Contract. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Contract is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2

Scope of Work

Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work (including both Phase 1 and Phase 2 Services) described in and reasonably inferable from the Contract Documents. The Design-Builder is fully responsible to design and to build the Project, as described in the Project Criteria, as may be revised in accordance with Section 2.1.2 hereof.

2.1 General.

2.1.1 Owner has provided Design-Builder with access to the reference documents listed in **Exhibit A**. Owner provides such Reference Documents to Design-Builder for information only, and subject to the conditions and qualifications identified in Section 3.2.1 of the General Conditions.

2.2 Phased Services.

2.2.1 Phase 1 Preconstruction and Design Services. Design-Builder shall perform the services of pre-design and programming to develop the Owner's Project Criteria. Owner's Project Criteria shall be memorialized in an agreed-upon **Exhibit B** Owner's Project Criteria, which shall be attached to this Agreement. Design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 2.1 hereof, will follow as part of Phase 1 Services as set forth in **Exhibit C**, Scope of Services. Owner intends to authorize performance of the Phase 1 Work in phases, and the parties may amend Exhibit C to reflect the additional authorized Phase 1 Work to be included in the Phase 1 Scope of Services. The Parties intend that the Phase 1 Scope of Services will ultimately include development of the design to a 40-60 percent design level as mutually agreed, such that a Guaranteed Maximum Price (GMP) for the Phase 2 Scope can be developed by the Design-Builder and submitted for review and negotiation between the parties. The Design-Builder's costs associated with

negotiation of the GMP are not included in Phase 1 Services. The Design-Builder's Compensation for Phase 1 Services is set forth in Article 7 hereof.

- **2.2.1.1 GMP Amendment for Phase 2.** The Contract Price and GMP for Phase 2 shall be developed during Phase 1. Owner and Design-Builder may reach agreement on the GMP Amendment for Phase 2 at any point following Design-Builder's completion of the 40 percent design but no later than 60 percent design, including incorporation of any Owner comments thereon. As a result, Phase 1 may overlap with Phase 2.
- **2.2.2 Phase 2 Services.** Design-Builder's Phase 2 services shall consist of the completion of design, obtaining all required permits, subcontractor bidding, procurement of all materials and equipment for the Project, the performance of construction services for the Project, development of various documents associated with Phase 2, commissioning of building systems, training of Owner's operations staff, all tasks related to obtaining final approval and occupancy permit from the authorities having jurisdiction and the provision of warranty services, all as may be described in the Phase 2 Proposal and GMP Amendment.
- **2.2.3 Initial (Early) Works Packages.** Owner may negotiate one or more initial (early) works packages with Design-Builder prior to the GMP Amendment. Scope of work, bonding (consistent with the requirements of Article 11), insurance (consistent with the requirements of Article 11), pricing, and other terms for any early works shall be negotiated and memorialized in a written executed agreement prior to issuance of a notice to proceed. Pricing shall be substantially similar to the pricing structure for Phase 2 set forth in Article 7 hereof and any General Conditions Costs shall be pro-rated to the scope of General Conditions Work included in the initial (early) works package.
- **2.3 Phase 2 Proposal.** Design-Builder may develop a Phase 2 Proposal at any point following completion of the 40 percent design but no later than 60 percent design and any other Basis of Design Documents upon which the parties may agree. Design-Builder shall submit a proposal to Owner (the "Phase 2 Proposal") that includes completion of design, permitting, bidding, construction, special inspections/testing, commissioning, closeout and warranty services for the Project, and associated work, and for the Contract Price. The Contract Price in the Phase 2 Proposal shall be based on the Design-Build Fee (Section 7.4), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof, presented on an open-book basis, all subject to a Guaranteed Maximum Price (GMP).
 - **2.3.1** The Phase 2 Proposal shall include the following unless the parties mutually agree otherwise:
 - **2.3.1.1** The Contract Price, subject to a GMP, shall be the sum of:
 - Construction General Conditions Costs as defined in Section 7.3 hereof;
 - ii. Design-Builder's Fee as defined in Section 7.4 hereof;
 - iii. The Cost of the Phase 2 Work as defined in Section 7.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.6.2 hereof;
 - iv. Pass Through Costs as defined in Section 7.5.3 hereof.
 - **2.3.1.2** The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria (**Exhibit B**), which are set forth in detail and are attached to the Phase 2 Proposal;

- **2.3.1.3** A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;
- **2.3.1.4** The Scheduled Substantial Completion Date upon which the Phase 2 Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;
- **2.3.1.5** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
- 2.3.1.6 If applicable, a schedule of alternate prices;
- **2.3.1.7** If applicable, a schedule of unit prices;
- **2.3.1.8** If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Proposal, and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s);
- **2.3.1.9** An expiration date for the Phase 2 Proposal provided that Design-Builder shall not make the Phase 2 Proposal subject to expiration or withdrawal for at least ninety (90) days after submission and Owner shall provide its initial review and comment on the Phase 2 Proposal within thirty (30) days of submission;
- **2.3.1.10** A Permits and Approvals list detailing the permits and governmental approvals not otherwise addressed in the Contract Documents that Owner and Design-Builder will need and assigning responsibility for each;
- **2.3.1.11** A preliminary training plan;
- 2.3.1.12 A project-specific construction safety and accident prevention plan; and
- 2.3.1.13 A project-specific construction quality assurance/quality control plan.
- **2.3.1.14** A project-specific plan for outreach to and inclusion of underutilized firms as subcontractors and suppliers in accordance with the provisions of Chapter 39.10 RCW and the requirements of the Office of Minority and Women's Business Enterprises ("OMWBE").
- **2.3.1.15** Design-Builder's Owned Equipment Rate Schedule, which shall be incorporated herein as **Exhibit F** and shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log. Exhibit F shall include replacement values and approved rates for each item.

2.3.2 Review and Adjustment to Phase 2 Proposal.

2.3.2.1 After submission of the Phase 2 Proposal, Design-Builder will discuss and review it with Owner. Owner may require modifications to the Phase 2 Proposal that Design-Builder shall in good faith attempt to accommodate. Owner must approve the Phase 2 Proposal, as originally submitted or as modified, and enter into a GMP Amendment incorporating the agreed Phase 2 Proposal in order for the Design-Builder to proceed to Phase 2.

- **2.3.2.2 Acceptance of Phase 2 Proposal.** If Owner accepts the Phase 2 Proposal, as may be modified, the Contract Price and its basis shall be set forth in an amendment to this Contract (GMP Amendment). Once the parties have agreed upon the GMP Amendment and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as described in the GMP Amendment. Design-Builder acknowledges and agrees that Owner's acceptance and execution of the GMP Amendment is subject to approval by the Owner's governing body. Design-Builder further acknowledges and agrees that its execution of the GMP Amendment constitutes certification that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Phase 1 Services through the date of the GMP Amendment that will in any way affect Owner's interests.
- **2.3.2.3 Failure to Accept Phase 2 Proposal.** If Owner rejects the Proposal, or if at any time the Owner and the Design-Builder are unable to agree upon: a satisfactory price GMP for completing the project that the City determines to be fair, reasonable and within the available budget; a schedule to complete the project; or the scope and character of the project, Owner and Design-Builder shall meet and confer as to how the Project will proceed, and the Owner at its sole discretion shall have the right to exercise the following options:
 - i. Terminate this Contract and pay Design-Builder for all Work performed through the date of termination;
 - ii. Terminate this Contract, pay Design-Builder for all Work performed through the date of termination and contract directly with the Design Consultant and Design Sub-Consultants, if any, for completion of the Phase 1 Scope of Services for the agreed upon Contract Price for Phase 1 Services set forth at Section 7.1 minus payments for all Work performed through the date of termination;
 - iii. Require Design-Builder to proceed with remaining Phase 1 Scope of Services for the agreed upon Contract Price for Phase 1 Services set forth at Section 7.1 minus payments for all Work performed through the date of termination;
 - iv. Require Design-Builder to perform any specific portion of the Work under this Contract based on the Design-Build Fee (Section 7.4), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable; or
 - v. Require Design-Builder to continue to proceed with the Work, until further notice (reserving the right to terminate this Contract pursuant to Section 2.3.2.3.i.) on the basis of the Design-Build Fee (Section 7.4), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable.
- **2.3.2.4** Should the Owner choose to exercise its termination rights set forth in Section 2.3.2.3(i) or (ii), such termination will be effective upon issuance of written notification to the Design-Builder and the Design-Builder will not be reimbursed for time and effort related to the price negotiations.

- **2.3.2.5** Should the Owner choose to exercise its termination rights set forth in Section 2.3.2.3(i) or (ii), Owner shall maintain ownership of the conceptual/schematic design developed during Phase 1 Services and reserves the right, at its sole discretion, to either cancel the Project, move forward with the Project utilizing the services of another Design-Builder or to move forward with the project through a design-bid-build delivery process or in any other way that it deems appropriate.
- **2.3.2.6** If Owner fails to exercise any of the options set forth in Section 2.3.2.3, Design-Builder shall continue the Work as if Owner had elected to proceed in accordance with Item 2.3.2.3.v above, and be paid by Owner accordingly, unless and until Owner notifies Design-Builder in writing to stop the Work.

Article 3

Contract Documents

The Contract Documents are comprised of the following, which are incorporated herein by this reference. In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority

- **3.1** All written and fully executed modifications, amendments, minor changes, and Change Orders to this Contract issued in accordance with the General Conditions;
- 3.2 The GMP Amendment including the Basis of Design Documents;
- **3.3** This Contract, including all exhibits and attachments but excluding the Reference Documents identified in **Exhibit A**. The Reference Documents are not Contract Documents, and are provided for information only;
- 3.4 The General Conditions:
- **3.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions:
- 3.6 Owner's Request for Qualifications, its Request for Proposals, and Addenda thereto, if any; and
- **3.7** Design-Builder's Statement of Qualifications, Proposal, and Addenda thereto.

Article 4

Interpretation and Intent

- **4.1** Design-Builder and Owner, at the time of acceptance of the Phase 2 Proposal by Owner in full, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the GMP Amendment.
- **4.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve

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any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Article 3 herein.

- **4.3** Terms, words, and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions.
- **4.4** Design-Builder may propose modifications to and expansion of the Owner's Project Criteria. Prior to presenting its Phase 2 Proposal, the Design-Builder shall identify any items in the Owner's Project Criteria that conflict with or in any way impede Design-Builder's ability to meet any Performance Standards set forth in the Owner's Project Criteria.
- 4.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.
- **4.6** In the event of an ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them, and as such, nothing shall be construed against or in favor of one party based on its being deemed the sole author.
- 4.7 Changes in the Legal Requirements. The Owner and Design-Builder acknowledge that numerous aspects of the Project are governed by federal, state, and local laws, rules, and regulations and that the intent is to complete all Work in compliance with the Legal Requirements. Design-Builder is required to account for applicable changes in the Legal Requirements that occur during Phase 1 in its Phase 2 Proposal, the GMP Amendment, and the Phase 2 schedule. Changes in the Legal Requirements that become effective prior to execution of the GMP Amendment shall in no event form the basis for an adjustment of Design-Builder's compensation and/or time of performance for Phase 1 Services. Changes in the Legal Requirements that become effective after execution of the GMP Amendment may form the basis for an adjustment to Contract Time, in accordance with the requirements and conditions of Section 8.2 of the General Conditions but shall in no event form the basis for an adjustment to the Contract Price and/or GMP.

Article 5

Ownership of Work Product

- **5.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product") have been specially ordered or commissioned by the Owner for use as a contribution to a collective work and will be considered "works made for hire" (as that term is defined under U.S. copyright law), in all stages of completion, with the Owner being the author of them. To the extent the Work Product includes material subject to copyright, patent, trademark, trade secret, or any other proprietary rights protection, and any rights therein are not owned by the Owner as a "work made for hire" pursuant to the preceding sentence, the Design-Builder hereby irrevocably and unconditionally assigns to the Owner, its successors, and assigns, all rights (including sublicensing rights), title, and interest in and to the Work Product. To the extent any of the Design-Builder's rights in the Work Product, including any moral rights, are not capable of assignment under applicable law, the Design-Builder hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.
- **5.2 Owner's Indemnification for Use of Work Product.** Owner shall defend, indemnify, and hold harmless the Design-Builder from and against all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from Owner's (1) use of the Work Product in connection with another project; or (2) modification of the Work Product undertaken after termination of the Design-Builder on this Project.

Article 6

Contract Time

- **6.1 Date of Commencement**. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Contract unless the parties mutually agree otherwise in writing.
- 6.2 Substantial Completion and Final Completion.
 - 6.2.1 Substantial Completion of the entire Work shall be achieved no later than <u>July 30, 2025</u> or (<u>575</u>) calendar days after the Date of Commencement.
 - 6.2.2 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable following Substantial Completion. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions.
 - 6.2.3 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions.
- **6.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. By executing the Agreement the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.
- **6.4 Liquidated Damages.** Liquidated damages, if any, shall be established in the GMP Amendment.

Article 7

Price

- 7.1 Phase 1 Price. For completion of the Phase 1 Scope of Services (Exhibit C), Owner shall pay Design-Builder in accordance with Article 8 of this Contract and Article 6 of the General Conditions a sum not to exceed One Million Seven Hundred Thirty Four Thousand Five Hundred and Fifty Eight Dollars (\$1,734,558). Phase 1 Services shall be billed at the all-inclusive billing rates and labor categories set forth in Exhibit E which rates shall not be subject to increase for any Phase 1 services. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation excludes Washington State and local Sales Tax but includes all other taxes mandated by applicable Legal Requirements.
- **7.2 Phase 2 Price.** For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 8 of this Contract and Article 6 of the General Conditions a contract price ("Contract Price") set forth in the GMP Amendment which shall be equal to the Pass-Through Costs (as defined in Section 7.5.3 hereof), plus Design-Build Fee as defined in Section 7.4, plus the Cost of the Phase 2 Work (as defined in Section 7.5.1 hereof), plus the Construction General Conditions Costs (as defined in Section 7.3 hereof). The Contract Price shall be subject to and shall not exceed the GMP established in the GMP Amendment and governed by Section 7.6 hereof, subject to any adjustments made in accordance with the General Conditions.
- **7.3 Construction General Conditions Costs**. Owner shall reimburse Design-Builder for the actual and reasonable costs ("Construction General Conditions Costs") incurred in performing the Construction General Conditions Work as defined in the General Conditions and as set forth in **Exhibit D.** The Construction General Conditions Costs shall cover all Construction General Conditions Work, regardless of whether the work is completed by the Design-Builder, a Key Firm, or Subcontractor. The basis and

amount of the General Conditions Costs shall be agreed upon and memorialized in the GMP Amendment.

7.4 Design-Build Fee.

- **7.4.1** Design-Build Fee shall be Three point six eight percent (3.68%) of the Cost of the Phase 2 Work.
- **7.4.2** The Design-Build Fee for any changes in the Work as set forth in a Change Order and in accordance with the requirements of Article 9 of the General Conditions shall be the same percentage established in Section 7.4.1.
- **7.4.3** The Design-Build Fee is intended to compensate Design-Builder for **all** costs and expenses not specifically included in the Pass-Through Costs (as defined in Section 7.5.3 hereof), the Cost of the Phase 2 Work (as defined in Section 7.5.1 hereof) and the Construction General Conditions Costs (as defined in Section 7.3 hereof). The Design-Builder for all other costs, including but not limited to the following:
 - **7.4.3.1** Contractor's profit on all self-performed work.
 - **7.4.3.2** Profit Margins or similar mark-ups on cost for work performed by related parties or entities of the design builder.
 - **7.4.3.3** Costs associated with support, administrative and operations staff normally stationed in the Design builder's home office, such as HR, accounting, IT etc., unless specifically approved in advance by the Owner.
 - **7.4.3.4** Cost of centralized and generally shared information technology, equipment, enterprise software and data processing.
 - **7.4.3.5** Cost associated with bonuses, stock options, profit sharing and other discretionary incentive programs.
 - **7.4.3.6** Discretionary costs, such as clothing, awards or similar expenses.
 - **7.4.3.7** All taxes including Business and Occupation (B&O) Taxes and excluding state and local sales tax.

7.5 Cost of the Phase 2 Work.

7.5.1 Cost of the Phase 2 Work includes only those items expressly defined in this Section 7.5.1 that are reasonably incurred by Design-Builder in the proper performance of the Phase 2 Work. The Cost of the Phase 2 Work shall not include any Pass-Through Costs (as defined in Section 7.5.3 hereof), Construction General Conditions Work (as defined in Section 7.3 hereof), or costs intended to be covered by the Design-Build Fee (as defined in Section 7.4 hereof). For the avoidance of doubt, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Pass-Through Costs shall be resolved in favor of Pass-Through-Costs. Further, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Construction General Conditions Costs or Design-Build Fee shall be resolved in favor of Construction General Conditions Costs and Design-Build Fee, respectively. The Cost of the Phase 2 Work shall include only the following:

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7.5.1.1 Except for those supervisory and administrative personnel who are covered by the General Conditions Costs (**Exhibit D**) and employees billed at all-inclusive billing rates (**Exhibit C**), the actual paid and incurred wages of direct employees of Design-

Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site.

- **7.5.1.2** Except for those supervisory and administrative personnel who are covered by the General Conditions Costs (**Exhibit D**) and employees billed at all-inclusive billing rates (**Exhibit C**), the actual paid and incurred wages or salaries of Design-Builder's personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.
- **7.5.1.3** Except for those supervisory and administrative personnel who are covered by the General Conditions Costs (**Exhibit D**) and employees billed at all-inclusive billing rates (**Exhibit C**), the actual paid and incurred wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent such personnel perform tasks directly associated with the Project and are approved in advance by the Owner.
- **7.5.1.4** Actual costs paid and incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on actual base wages and salaries paid to employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.1.3 hereof. Costs associated with bonuses, stock options, profit sharing and other discretionary incentive programs are not to be reimbursable as a cost of the work. For employees not covered by collective bargaining agreements vacation, sick leave and other paid time off, including holidays are to be calculated as the individual employee's actual benefit. For those not full-time on the project a pro-rata share may be charged based on hours directly associated with the project.

Worker's compensation shall be reimbursed at the contractor's specific Washington State L&I rate, net of employee deductions with the contractor's specific EMF applied. For self-insured companies, the actual state classification rate net of employee deduction with a .5 EMF applied.

- **7.5.1.5** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work.
- **7.5.1.6** Costs, including acquisition, transportation, inspection, testing, storage, and handling of materials, furnishings, equipment, and supplies incorporated or reasonably used in completing the Work.
 - .1 Small tools purchased by the project are to be inventoried, tracked and residual value credited to the project at completion. Small tools are defined as those items with \$500 value.
 - .2 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. All equipment and items greater than \$500 (including electronic computer equipment and software) are to be rented to the project from the lowest available source, whether 3rd Party or from the Design-Builder's own equipment yard.

Design-Builder's Owned Equipment Rate Schedule (**Exhibit C**) shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horsepower,

voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Design-Builder's owned equipment rental log. **Exhibit C** shall include replacement values and approved rates for each item.

The rental equipment rates for equipment owned by Design-Builder shall be charged at the lower of seventy-five percent (75%) the current AED Green Books/NECA/any other published rates, actual rental rates charged by a local third-party rental agency or the current Contractor's Owner-approved rates as listed in the equipment rental Exhibit F ("Equipment Rate Schedule.") Recovery periods should reflect useful life for each category of equipment.

Design-Builder owned equipment rental rates shall be based on monthly rates but prorated on a daily basis (30.4 days per month). Days used to prorate monthly rates to daily should be consistent with the calculation of days to charge each piece of rental equipment.

All rental equipment owned by Design-Builder that has been used to construct the Project and has accumulated rental charges equal to seventy-five percent (75%) of the Design-Builder's current replacement value shall be provided for the remainder of the Project at no additional rental cost and shall remain as property of the Design-Builder. Replacement value on piece of equipment may not be modified during the term of the Agreement.

The Design-Builder's owned equipment rental log shall include a unique equipment identification number, a definitive equipment description exactly matching **Exhibit C** date on site, date off site, replacement cost, monthly rate prorated to daily, days billing per month, this month billing calculation and cumulative billing to date, maximum rental allowed for each rented item. The Design-Builder's owned equipment rental log shall be available in excel format if requested by Owner.

- **7.5.1.7** Costs of removal of debris and waste from the Site.
- **7.5.1.8** All fuel and utility costs incurred in the performance of the Work.
- **7.5.1.9** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- **7.5.1.10** Deposits which are lost, except to the extent caused by Design-Builder's negligence.
- **7.5.1.11** Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property except to the extent caused by Design-Builder's negligence.
- **7.5.1.12** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- **7.5.1.13** Site security, temporary fencing, signage and similar security and safety measures for active construction areas.
- **7.5.1.14** Costs for agreed-upon Allowance Items as described and defined in Section 7.7 herein.

- **7.5.1.15** All costs for completion of design incurred after execution of the GMP Amendment.
- 7.5.1.16 All costs for or related to permitting of the Work;
- **7.5.1.17** All costs for special inspections/testing and commissioning of building systems.
- **7.5.1.18** Any costs that are identified and approved as contingency items under Section 7.6.2 herein.
- **7.5.1.19** Any costs that are identified and approved as Allowance Values under Section 7.7 herein.
- **7.5.2 Non-Reimbursable Costs**. The following shall be excluded from the Cost of the Phase 2 Work:
 - **7.5.2.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in connection with Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3, costs associated with Construction General Conditions Work, items intended to be covered by the Design-Build Fee, and Pass-Through Costs.
 - **7.5.2.2** General expenses not specifically provided for herein.
 - **7.5.2.3** The cost of Design-Builder's capital used in the performance of the Work.
 - **7.5.2.4** If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.
 - **7.5.2.5** Any profit sharing, stock options, bonuses or incentive pay that is the obligation of Design-Builder to pay.
- **7.5.3 Pass-Through Costs.** The following costs shall be passed through and paid without mark-up or any added Design-Build Fee:
 - **7.5.3.1** Premiums for insurance and bonds required by this Contract or the performance of the Work.
 - **7.5.3.2** Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.
 - **7.5.3.3** Costs for permits, royalties, licenses, tests, and inspections.
 - **7.5.3.4** Costs for the work of any personnel charged at all-inclusive, market-based billing rates as set forth in **Exhibit C**.

7.6 The Guaranteed Maximum Price (GMP).

7.6.1 Design-Builder guarantees that it will not exceed any GMP that may be established in the GMP Amendment. Documents used as basis for the GMP shall be identified in the GMP Amendment. Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item(s) for its general project management and general conditions costs ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs more than the General Conditions Cap, as well as be responsible for all costs of completing the Work which

exceed the GMP, as said general conditions line item(s) and the GMP may be adjusted in accordance with the Contract Documents.

7.6.2 Design Builder's Contingency. The GMP shall include the Design-Builder's contingency, an amount that shall be no less than two point five percent (2.5%) and no more than five percent (5%) of the estimated Cost of the Work, which will be negotiated between the Design-Builder and the Owner as a part of the GMP negotiations. The percentage shall depend upon the level of completion of the Design-Build Documents and certainty of subcontractor pricing at that time and depending upon any other risk factors agreed upon between the Construction Manager and the Owner.

The final amount of the contingency shall be stated in the GMP Amendment and included in the GMP amount. The contingency is a sum established for the Design-Builder's sole use to cover the Design-Builder's costs that are properly reimbursable as a Cost of the Work but not the basis for a Change Order, such as, for example, design errors and omissions, buy-out or estimating error, post-GMP unanticipated market conditions, trade scope gaps, coordination between trades, missed work, acceleration, failure of a Subcontractor of any tier, pandemic or epidemic, costs to address safety items, discrepancies with the Design Builders Construction Documents pertaining to applicable building or life/safety code requirements, Design-Builder coordination errors or expediting costs for critical materials.

The following may also be considered, at the Owner's sole discretion if the Owner believes such expenditures to be in the Owner's best interests, valid Construction Contingency items: (1) overtime and premium time, (2) costs to address safety items, (3) costs overruns not covered by allowances; (4) costs of corrective work not provided for elsewhere, (5) areas of damage that may occur between trades during construction but cannot be attributed to a specific subcontractor, (6) implementation of any Recovery Plan and (7) for other items requested by the Contractor if approved by the Owner and in the Owner's sole discretion.

The Design-Builder shall use the contingency only with the Owner's prior written consent, which shall not be unreasonably withheld or delayed. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency. If, upon Final Completion of the Project, funds are remaining in the Design-Builders Contingency, such funds shall remain unspent and shall accrue 100% to the Owner.

- **7.6.3 Pricing**. Pricing payable for the use of Contingency shall be as described in Article 7.5 of the Agreement for the Design-Builder.
- **7.6.4 Savings.** If the sum of the actual Design-Build Fee (as defined in 7.4 hereof), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall accrue 100% to the Owner.

7.7 Allowance Items and Allowance Values.

- **7.7.1** Any and all Allowance Items, as well as their corresponding Allowance Values, shall be set forth in the GMP Amendment.
- **7.7.2** Design-Builder and Owner will work together to review the Allowance Items and Allowance Values based on design information then-available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.
- **7.7.3** No Work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project Schedule approved with the GMP Amendment, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.
- **7.7.4** The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes (excluding local and state sales tax), bonds and insurance associated with the applicable Allowance Item.
 - **7.7.4.1** The actual cost payable for the use of an Allowance shall be as described in Article 7 of the Agreement for the Design-Builder, and pursuant to Article 7.6 of the General Conditions for Subcontractors.
- **7.7.5** Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Design-Builder shall report such difference to Owner so that Owner can maintain a running tally of Allowance Item costs against Allowance Values. Prior to final payment, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for all Allowance Items and the total Allowance Value.

Article 8

Procedure for Payment

8.1 Phase 1 Payments. Phase 1 Services shall be paid by Owner based on the not-to-exceed Phase 1 price and the all-inclusive billing rates and labor categories both set forth in **Exhibit C** (Supporting Pricing Information). No markups beyond those included in **Exhibit C** shall be added to billings from any subconsultants or subcontractors for Phase 1 services. All-inclusive billing rates and labor categories shall not be subject to any overtime pay obligations incurred by Design-Builder nor any rate increases during Phase 1.

8.2 Phase 2 Payments.

- **8.2.1** Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the Application in accordance with the following procedure and requirements:
 - **8.2.1.1 Draft Application.** Design-Builder shall submit to Owner a report on the current progress of the Work as compared to Design-Builder's Construction Schedule, and a draft, itemized application for payment for work performed during the current calendar month on a form supplied or approved by Owner. This shall not constitute a payment request. Design-Builder and Owner shall confer regarding the current progress of the Work and the amount of payment to which Design-Builder is entitled. Owner may on occasion request Design-Builder to provide data substantiating Design-Builder's right

to payment, such as copies of requisitions from Subcontractors of any tier, and reflecting retainage as provided elsewhere in the Contract Documents.

- **8.2.1.2 Payment Request.** After Design-Builder and Owner have met and conferred regarding the updated draft application, and Design-Builder has furnished all progress information required and all data requested by Owner under 8.2.1.1 above, Design-Builder shall submit Design-Builder's Application for Payment for Work completed during the previous month in accordance with Article 6 of the General Conditions on a form supplied or approved by Owner. Among other things, the Application shall state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with Owner and that all payments due Subcontractors of any tier from Owner's payment the prior month have been made.
- **8.2.1.3 Disputed Amounts.** If Design-Builder believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, Design-Builder may, also by the tenth day of the month, submit to Owner along with the approved payment request a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, Design-Builder and all Subcontractors shall file with Owner by the tenth day of the month certified copies of all payroll records relating to the additional amount due.
- **8.2.1.4 Validity of Payment Requests.** A payment request shall not be valid unless it complies with the requirements of the Contract Documents.
- 8.2.1.5 Subcontractor Payment Statement. The Application shall state that all payments due Subcontractors of any tier from the Owner's prior payment have been made. No payment request shall include amounts the Design-Builder does not intend to pay to a Subcontractor because of a dispute or other reason. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Design-Builder discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor under the subcontract (such as for unsatisfactory performance or non-payment of lower tier Subcontractors), the Design-Builder may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the Owner written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for payment to the Subcontractor, and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.
- **8.2.1.6 Stored Materials.** Unless otherwise provided in the Design-Build Documents, payments shall be made on account of Project-specific materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing and in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment and otherwise to protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site.
- **8.2.1.7** The Design-Builder warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Applications for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be

free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Subcontractors of any tier, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- **8.2.1.8 Decision to Withold Payment.** The Owner may withhold a payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of Work is not in accordance with the Contract Documents. The Owner may also withhold a payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of an Application for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible, including but not limited to loss resulting from acts and omissions, because of the following:
 - .1 defective Work not remedied;
 - .2 third-party claims (except where an insurer has unconditionally accepted coverage) filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
 - .3 failure of the Design-Builder to make payments properly to Subcontractors or for design services labor, materials or equipment, or for failure of such Subcontractors to make payments properly to Subcontractors of any tier;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP:
 - .5 damage to the Owner or a separate contractor (except where an insurer has unconditionally accepted coverage);
 - .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - .7 unsatisfactory prosecution of the Work by the Design-Builder, including but not limited to failure to carry out the Work in accordance with the Design-Build Documents;
 - .8 delay by the Design-Builder and/or its Subcontractor(s) of any tier, or failure to comply with the Design-Builder's Project schedule requirements, or the imposition of liquidated damages;
 - .9 failure to submit any documents required by statute;
 - .10 failure to submit a properly updated Project schedule;
 - .11 failure to comply with a requirement of the Design-Build Documents in which the Owner has reserved the right to withhold payment;
 - .12 damages for failure to meet timely and proper completion of the Contract, including the assessment of liquidated damages;
 - .13 failure to properly maintain as-built records;
 - .14 failure to properly submit daily construction records; or
 - .15 failure to properly submit certified payrolls.

When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld.

8.2.1.9 Prevailing Wages. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," the Design-Builder will not receive any payment until the Design-Builder and all Subcontractors of any tier for whom payment is sought have submitted State-approved "Statements of Intent to Pay Prevailing Wage" to the Owner. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries

before it is submitted to the Owner. The statement must include the Design-Builder's registration number, the number of workers in each trade classification, and the applicable wage rate for each trade listed. The Design-Builder agrees to provide each Subcontractor of any tier with a schedule of applicable prevailing wage rates. The Design-Builder and the respective Subcontractors of any tier shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

8.2.2 After the Owner has issued a written acknowledgement of receipt of the Design-Builder's Application for Payment, and it has been approved by the Owner, the Owner shall make payment within 30 days after Owner's receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made, less retainage, and less amounts properly withheld under Section 6.3 of the General Conditions.

8.3 Retainage on Phase 2 Progress Payments.

- **8.3.1** Pursuant to Chapter RCW 60.28, the Owner will retain five percent of each approved Application for Payment to be retained as a trust fund for the protection and payment of the claims of any person arising under the contract and the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due from Design-Builder. The moneys reserved may, at the option of Design-Builder, be retained in accordance with the provisions of Chapter 60.28 RCW.
- **8.3.2** Sixty days after Final Acceptance of the entire Work, which is an action by the Board of Directors, Owner shall release to Design-Builder all retained amounts in accordance with chapter RCW 39.12 and chapter RCW 60.28, provided that Design-Builder has submitted: (1) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from Design-Builder and from each Subcontractor of any tier certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by Design-Builder or Subcontractor of any tier, (2) pursuant to RCW 60.28.021, certificates from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries. If there are either unpaid taxes or unsatisfied claims of lien against the retained percentage, disbursement of retainage funds will be made in accordance with state law.
- **8.4 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within 30 days after Owner's receipt of the Final Application for Payment, provided that (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions and (b) Owner shall have the right to withhold all amounts to which Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions.
- **8.5 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payments, shall bear interest as specified by RCW 39.76.
- **8.6 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Contract is to be administered on an open-book arrangement relative to the Cost of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, and using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

During the performance of the Work and for a period of six (6) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase

orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment.

Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Contract are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Contract, but the composition of such multiplier or markup is not subject to audit.

Design-Builder shall incorporate Design-Builder's obligations (including the obligations to keep and maintain records and provide opportunity to Owner to inspect such records) under this Section 8.6 in each of its agreements with its Subcontractors.

Article 9

Termination for Convenience

- 9.1 In addition to Owner's other termination rights in the General Conditions to Contract, Owner may terminate the Contract for convenience. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any portion of this Contract. In such event, Owner shall (subject to the limitation set forth in Section 8.3 above) pay Design-Builder for that portion of the Contract Price that corresponds to the percentage of completion of Work in accordance with the Contract Documents, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages whatsoever (including without limitation fee or profit on terminated Work).
- **9.2** The total sum to be paid to Design-Builder under this Article 9 shall not exceed the Contract Price as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to Design-Builder shall exclude the fair value of property not under Owner's control which is destroyed, lost, stolen or damaged to become undeliverable to Owner.
- **9.3** Any claim, request for equitable adjustment or other demand for extra compensation or time extension by Design-Builder arising from or related to acts, events, occurrences, or omissions prior to the effective date of the convenience termination shall continue to be subject to and resolved in accordance with the rules (contractual or legal, express or implied) in effect prior to the termination. The convenience termination will not convert this Contract into a cost reimbursement contract.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions to the extent permitted by the Legal Requirements:

Jeff Hamlin, P.E., Snoqualmie City Engineer, Deputy Director of Parks and Public Works

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions to the extent permitted by the Legal Requirements:

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Doug Wiser, Parametrix, Inc.

10.2 Design-Builder's Representatives.

- **10.2.1** Design-Builder designates the individual listed in the table in Section 10.3 below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions.
- **10.2.2** Design-Builder designates the individual listed in the table in Section 10.3 below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions.
- **10.3 Key Personnel.** Design-Builder has been selected for this Project based on not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key personnel it intends to employ to perform the Work. Design-Builder agrees to provide all professional personnel necessary, at adequate staffing levels, to perform the required services under this Contract, including the key personnel identified below:

Position Title	Name of Individual
Design-Build Senior Representative (Design-Build Project Executive)	Curt Gimmestad
Design-Build Representative (Design-Build Project Manager)	Blaine Wolfe
Construction Superintendent	Joe Turner
Construction Project Manager	Keara Flynn
Construction Project Engineer	Jacob Rauvola
QA/QC Manager	Jason Gao
Cost Estimator	Adam Buckley
Scheduler	Dan McCooey
Safety Manager	Kent Lyndsay

These key personnel, all of whom were named in Design-Builder's proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be assigned to the Project. Except in the event of the death of the employee or their termination of employment with Design-Builder, these key personnel shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Owner in its sole discretion.

In the event Design-Builder **proposes to substitute** any of the key personnel due to death or employment termination, the individual(s) proposed must demonstrate the qualifications indicated in the Request for Proposals for their respective role(s), and experience as required to successfully perform such duties. Owner shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the Project. Design-Builder will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by Owner and Design-Builder, Owner considers such removal necessary and in the best interest of the Project, and Owner so notifies Design-Builder in writing and allows a reasonable period for the transition to different personnel.

10.4 Key Firms. Design-Builder has been selected for this Project on the basis of not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key firms it intends to engage to perform the Work. Design-Builder agrees to engage such firms to perform the required services under this Contract, including the key firms identified below:

Firm	Role
ALSC Architects	Architect of Record
Ballard*King and Associates	ASSC Subconsultant Business and Staffing Plan

These key firms, all of whom were named in Design-Builder proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be engaged on the Project. These key firms shall be engaged for the complete scope identified in the Design-Builder's proposal. In the event Design-Builder proposes to substitute any of the key firms, Design-Builder shall demonstrate that the replacement firm possesses sufficient qualifications to perform the Work in question. Owner shall have the sole right to determine whether key firm proposed as substitutes is qualified to work on the Project.



Article 11

Bonds and Insurance

11.1 Design-Builder's Insurance. Unless a longer period of coverage is specified elsewhere in this Article 11, Design-Builder shall obtain and keep in force the following insurance coverages for a period of 365 days from Substantial Completion of all Work with insurance companies approved by the State Insurance Commissioner pursuant to Title 48 RCW.

All policies will name the Owner, its officers, officials, employees, and agents as additional insureds, with the exception of the Design-Builder's Professional Liability policy. Prior to Design-Builder commencing any work, Design-Builder shall provide the Owner with copies of insurance certificates and additional insured endorsements, all in a form acceptable to the Owner. The insurance provided must be with an insurance company with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). Owner reserves the right to approve the security of the insurance provided, the company, terms and coverage, the certificates of insurance, and endorsements and reserves the right to obtain copies of all policies from Design-Builder upon request.

11.1.1 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Owner shall be provided 45 days written notice of cancellation. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect Design-Builder. Neither Owner's specification or approval of the insurance in this Contract, nor of its amount, nor providing coverage in these stated minimum limits shall be construed to relieve Design-Builder from liability more than such limits. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. Design-Builder may, at its expense, purchase larger coverage amounts.

The cost of any claim payments falling within the deductible shall be the sole responsibility of Design-Builder. Design-Builder's insurance shall be primary and non-contributory as respects the Owner, and any self-insurance or any other insurance maintained by the Owner shall be excess and not contributing insurance with the Design-Builder's insurance. Design-Builder shall submit upon execution of this Contract Certificates of Insurance acceptable to Owner as evidence of all insurance required herein:

11.1.1.1 Commercial General Liability Insurance. A policy of Commercial General Liability Insurance on an industry standard insurance occurrence form: (CG 00 01) or equivalent, with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate, including all coverage known as:

Per Project Aggregate endorsement (CG2503)

Premises/Operations Liability

Products/Completed Operations—for a period of six years following Substantial Completion

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap or Employers Contingent Liability

11.1.1.2 Employers Liability:

- (1) \$1,000,000 Each Accident
- (2) \$1,000,000 Disease Policy Limit
- (3) \$1,000,000 Disease Each Employee
- **11.1.1.3 Automobile.** Commercial Automobile Liability with a combined single limit of not less than \$1,000,000 for each accident and including coverage for transportation of pollutants. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- **11.1.1.4 Excess or Umbrella Liability.** \$10 million per occurrence and aggregate during construction and with Product/Completed Operations coverage for a period of six years following Substantial Completion.
- **11.1.1.5 Contractors Pollution Liability.** A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Design-Builder's operations for others; from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos. Such Pollution Liability policy shall provide at least \$2,000,000 per occurrence coverage for Bodily Injury and Property Damage.
- 11.1.1.6 Design-Builder's Professional Liability. The Design-Builder, the Design-Builder's Engineer, other design consultants, and any design-build Subcontractors of any tier will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$2,000,000 per claim and annual aggregate (deductible of up to \$50,000 permitted). The Design-Builder, the Design-Builder's Engineer, other design consultants, and any design-build Subcontractors of any tier will promptly notify the Owner of any material changes to, interruption of, or termination of this insurance, and will immediately procure replacement coverage. The Design-Builder, the Design Builder's Engineer, other design consultants, and any design-build Subcontractor of any tier will either maintain active policy coverage, or an extended reporting period, providing coverage for claims first made and reported to the insurance company within six (6) years of Substantial Completion or termination of the Work under this Contract, whichever occurs first. The Owner may modify these insurance requirements for certain entities, on a case-by-case basis, by providing written agreement of such modifications.
- **11.1.1.7 Worker's Compensation.** Worker's Compensation coverage, as required by RCW Title 51. If Design-Builder is qualified as a self-insurer in accordance with RCW 51.14, Design-Builder shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees.

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- 11.1.1.8 Builder's Risk Insurance. The Design-Builder shall procure and maintain during the life of the Contract, or until acceptance of the project by Owner, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft. off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake. The policy shall be endorsed to cover the interests, as they may appear, of the Owner, Design-Builder and subcontractors of all tiers with the Owner and sub-contractors listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by the Owner, the Design-Builder shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Design-Builder or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.
- **11.1.2 Self-Insurance.** At its sole option and in its sole discretion, Owner may accept Design-Builder's self-insurance for liability coverage in lieu of insurance from a commercial insurer. Design-Builder must provide a letter from its Corporate Risk Manager or appropriate Finance Officer representing and warranting the following minimum information: whether the self-insurance program is actuarially funded; the fund limits; any excess declaration pages to meet the contract requirements; a description of how Design-Builder would protect and defend Owner as an Additional Insured in their Self-Insured layer; and claims-handling directions in the event of a claim. Any amounts due to, sought by, or paid to third party claimants shall be the sole responsibility of Design-Builder, irrespective of whether such amount falls wholly within the level or amount of Design-Builder's self-insured retention.
- **11.1.3 Waiver of Subrogation.** Design-Builder and the Owner waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent of proceeds paid by the Builder's Risk insurance or other property insurance obtained pursuant to the Contract Documents. The policies shall provide such waivers by endorsement or otherwise.
- **11.1.4 Design-Build Exclusions.** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in this Contract. Design-Builder's liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. Any professional liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project.
- **11.1.5 Subcontractors.** Except as otherwise agreed by the Owner in writing: the Design-Builder shall furnish separate evidence of insurance as stated above for each Subcontractor; and all coverage for Subcontractors shall be subject to all requirements stated herein (including specifically that the Owner be named as an additional insured on such insurance).

11.2 Performance and Payment Bond. Design-Builder shall secure from a surety company acceptable to Owner, admitted and licensed in the State of Washington, and shall pay for performance and payment bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the GMP plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." The bond shall be on a form provided by Owner. The bond must be executed by a duly licensed surety company that is listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bond or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of Design-Builder to Owner as set forth herein. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The bond shall cover all Change Orders without further consent from the surety.

Article 12

Other Provisions

12.1 Contract Exhibits. The Exhibits to this Contract, incorporated herein by reference, are as follows:

Exhibit A, List of Reference Documents;

Exhibit B, Owner's Project Criteria

Exhibit C, Phase 1 Scope of Services;

Exhibit D, Work included in Construction General Conditions;

Exhibit E, Design-Builder Phase 1 Billing Rate / Fee Schedule;

Exhibit F, Design-Builder's Owned Equipment Rate Schedule

- **12.2 CPARB Reporting**. Design-Builder shall provide the Owner and the Capital Projects Advisory Review Board ("CPARB") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10 RCW and the requirements of CPARB.
- **12.3 OMWBE Reporting.** Design-Builder shall track and provide the Owner and the Office of Minority and Women's Business Enterprises ("OMWBE") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10 RCW and the requirements of OMWBE.
- **12.4 Notices.** All notices, requests, demands, and other communications (collectively, "Notices") hereunder shall be in writing and delivered to the party hereto by (a) hand-delivery, (b) established express delivery service that maintains delivery records, or (c) certified or registered U.S. mail, postage prepaid, return receipt requested at the following addresses, or at such other address as the parties hereto may designate pursuant to this Section.

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Owner:

Jeff Hamlin, City of Snoqualmie 38194 SE Mill Pond Road PO Box 987 Snoqualmie, WA 98065

Design-Builder:

Curt Gimmestad and Blaine Wolfe, Absher Construction Co. 1001 Shaw Road Puyallup, WA 98372

Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given seventy-two (72) hours after the date of dispatch: all other notices shall be deemed to have been given upon receipt.

In executing this Contract, Owner and Design-Builder each represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and perform the services described herein.

OWNER:	DESIGN-BUILDER:	
City of Snoqualmie		
	(Name of Design-Builder)	
(Signature)	(Signature)	
(Printed Name)	(Printed Name)	
(Title)	(Title)	
Date:	Date:	

EXHIBIT A

LIST OF REFERENCE DOCUMENTS PROVIDED TO DB CONTRACTOR IN SUPPORT OF PHASE 1 PROGRAMMING AND PRE-DESIGN SCOPE OF WORK FOR THE SNOQUALMIE COMMUNITY CENTER EXPANSION PROJECT

- 1. As-Built Plans, including
 - a. Architectural / Structural Plans
 - b. Civil and Utility Plans
 - c. Electrical Plans
 - d. Plumbing and HVAC Plans
 - e. Fire Protection Plans
 - f. Irrigation Plans
- 2. Survey and AutoCAD DWG files
- 3. Community Center Expansion Advisory Committee Report
- 4. Community Center Expansion Request for Proposal Exhibit B
- 5. Community Center Expansion Request for Qualifications



Request for Proposals (RFP) for Design-Build (D/B) Services

City of Snoqualmie Community Center Expansion Project

RFP Release Date: March 21, 2023

Deadline to Submit Response to RFP:

April 11, 2023 (2:00pm PST)

1.0 GENERAL INFORMATION

Proposers are reminded that Design-Build Contractor Finalists will not be allowed to present detailed, project-specific design concepts, detailed pricing, 3-D models, renderings or other design or estimating intensive efforts as part of the Design-Build RFQ/RFP process.

Refer to RFQ and any corresponding addenda for additional information related to this section.

2.0 RFQ EVALUATION CRITERIA

Refer to RFQ and any corresponding addenda for information related to this section.

3.0 INTERVIEW AND RFP (PROPOSAL) EVALUATION CRITERIA (125 total points)

The City's review team has evaluated and scored the SOQs submitted by prospective Design-Build Contractors. Based on the scoring from that process, the City has shortlisted qualified Design-Build Contractors as Finalists for this project and has invited them to Interview and to submit a Proposal. (Note that only Design-Build Finalists who are shortlisted and invited, will be allowed to submit a Proposal. Proposals received from Design-Build Contractors who were not shortlisted, identified as Finalists and invited to submit a Proposal will be considered non-responsive and will not be reviewed and scored.)

This document outlines the Interview and RFP Evaluation Criteria for the Design-Builder Finalists. The RFP stage of selection will include an Interview and submittal of a Proposal. The City's review team will review and score the Interviews and the Proposals received. The combined score of SOQ's and Interview/Proposal will be used to determine the "Most Qualified Design-Builder".

The Proposal submitted by Finalists must include information documenting how the proposed team meets the evaluation criteria below and will be evaluated based on these criteria and weighted scoring. Each Finalist's Proposal must include a Table of Contents (not included in maximum page count of the Proposal) and be organized by sections corresponding to the criteria and order shown below. Proposal submittals will remain the property of the City and will not be returned to the submitters.

3.1 Interview (Note: No tab or information for interviews required to be included in the Proposal submitted.)

Following the submittal of the Proposals, each Finalist will be asked to attend an Interview with the selection committee. The purpose of the Interview is to allow each Finalist's team to meet with the City's team in person to provide an overview of their qualifications, highlight and explain their project thoughts and approach, express their ideas, and engage in a question-and-answer period with the selection committee.

Evaluation and Scoring of Interviews

The following is a list of the Interview evaluation criteria and the maximum points available for each. This will be the basis for evaluation and scoring of the Statement of Qualifications:

Evaluation Criteria	Points
Quality of Presentation	10
Team Communication and Cohesiveness	5
Ability to Engage with City's Selection Committee	5
Responses to Interview Questions	20

Evaluation Criteria	Points
Interview Max Points	40

Interviews will be group evaluated and scored by the City's selection committee based on the level of responsiveness and the content of the information provided by each Finalist. The selection committee will assign a numerical point total for each criterium and a total numerical point score for each Finalist's Interview.

3.2 Acceptance of Contract and Insurance Requirements (pass/fail)

The Design-Build Finalist shall respond to the following criteria in their RFP submittal:

- (a) Compliance with proposed Contracts and General Conditions. Each Proposer must affirm that the terms and conditions of the draft Contract and General Conditions documents are acceptable. If you wish to propose changes to the Contract or General Conditions, please describe them along with the rationale for each. Changes proposed following the Proposal may not be considered. Though the terms of the Contract and General Conditions are negotiable, the City makes no commitment that it will modify any of the terms of the Contract or General Conditions.
- (b) Insurability: Provide a letter from the Proposer's insurance carrier indicating that the insurance requirements of the contract can be met by the Proposer.

Any Finalist's submittal which fails to respond to item (a) and/or provide the letter required by item (b) will be considered non-responsive. A determination of non-responsive under this criterion will result in the Proposer being assigned a score of zero (0) points for the entire RFP submittal (Proposal).

3.3 Design Build Delivery Approach

Specific to our project, describe the Design-Build Contractor's understanding of, and insights into, the design-build project delivery method.

- Describe method-specific risks and opportunities and how best to manage them.
- Describe the characteristics and behaviors that are essential for members of a design-build team and why they are important to a successful project.
- Describe how your team is organized in regard to major tasks, roles and responsibilities and how the structure helps minimize gaps, assures clarity and lends to a successful project.
- Describe your approach to collaboration among design-build team members and with the City's project staff.

The design-build team will include team members from the contractor, architect, engineers and/or subcontractors, suppliers and installers. Specific to this project:

- How will the Design-Builder assure effective communication and coordination among their team members at the various disciplines and tiers within.
- How will work between offices be coordinated within the Design-Builder's team.
- What is the process envisioned for interdisciplinary review/checking of the designs being developed by the Design-Builder's team?
- What role, if any, will prospective subcontractors play during this effort?
- How will the Design-Builder assure effective communication and coordination with the City and their team.
- Consider that long-lead materials and equipment may have to be identified and ordered early

to meet schedule. Which team members will be responsible for the major aspects of this work?

 The City acknowledges that the major scope elements all draw from the same fixed budget and that it will be necessary to carefully manage the design and estimating processes to optimize the outcome for all major elements. Provide a description of how your team will do this.

Describe how the proposed methods and ideas included in your response to this criterion are supported by experiences on past, similar projects. Provide basic project information including, summary of project scope, a phone number for a contact person within each project client's organization. Response to this criterium may reference project(s) provided/described in your SOQ.

3.4 Design Approach Pre-Design through Final Design

Phase 1 – Pre-Design, Programming and Design Development Approach

After execution of the contract and selection of the design team, it will be expected that the Design-Builder's team will work collaboratively with the City to develop a program and a conceptual/schematic design package that will adequately define the scope, scale, relationships, size and character of the project based on City-approved design criteria and programmatic requirements of the specific project. During conceptual/schematic design, it will be expected that the Design-Builder will provide ongoing, transparent cost estimates along with value analysis and constructability recommendations to ensure that the City's budgetary requirements are being achieved. Specific to this project, describe how your team proposes to approach the Phase 1 services in regard to:

- Gathering and assembly of the building and site programming information.
- Creation of a project program document, suitable to describe the programmatic requirements of the project
- Development of Architectural and building design concepts (schematic design (30%) and design development (60%)).
- Development of civil engineering, site design and landscaping concepts (schematic design (30%) and design development (60%)).
- Development of conceptual/schematic architectural and aesthetic concepts and drawings.
- Development of mechanical engineering, electrical engineering and plumbing design concepts (schematic design (30%) and design development (60%)).
- Specific areas of the design that may need to be taken beyond design development (60%) level in order to be able to adequately negotiate a GMP.
- Development of "transparent", pre-construction cost estimates at schematic design (30%) and design development (60%).
- Reconciliation of the City's available budget against the Design-Builder's cost estimates.
- Development of Architectural and other Design/Engineering consultant Phase 2 fees to complete project design, permitting, bidding and construction.
- Negotiation of the Guaranteed Maximum Price to complete project design, permitting, bidding and construct the project.

Phase 2 – Final Design Approach

Following execution of a GMP amendment, the Design-Builder will work collaboratively with the City to refine the design and create permit, bidding and construction documents adequate to describe the project for purposes of permit review, subcontractor bidding, construction, commissioning, performance guarantees and other aspects of scope and terms sufficient to complete the project as required for use and occupancy by City. During the development of the design, the Design-Builder will be required to provide ongoing, "transparent" cost estimates along with value analysis and constructability recommendations to ensure that both the City's programmatic and budgetary requirements are being achieved. Specific to this project, describe how your team proposes to approach the Phase 2 services

in regard to:

- Developing the architectural, programmatic and aesthetic elements of the building and site design to reflect items identified in Phase 1 services and additional, detailed City input.
- Identifying, documenting specific City requirements for mechanical, plumbing, electrical and low voltage (data, security, audio/visual, etc.) systems to reflect items identified in pre-construction and additional, detailed City input.
- Creating drawings and specifications for City approval, jurisdictional review/approval, bidding and construction that reflect the City's requirements.
- Record and track the status of Value Analysis and Constructability review comments and recommendations.
- Cost estimating and alignment of the estimated costs with City's available budget.
- Explain how the architectural and engineering design approaches will be compatible with the requirement for meeting current regulatory requirements. (codes, environmental, public works, building, planning, etc.)

3.5 Management Approach Permitting Through Closeout

Permitting, Bidding and Construction

The Design-Builder will be responsible for managing the project during permitting, bidding and construction to deliver a finished project that will be "on time and on budget". Specific to this project, please describe your approach for managing and assuring success in:

- Permitting
- Bidding and Subcontractor Buy-out
- Scheduling and Schedule Control
- Mobilization and Staging
- Construction Logistics
- Construction Quality Control
- Special Inspections and AHJ Inspections
- Cost Control During Construction
- Design/Scope Changes During Construction
- Changes in Scope, Cost and Design Due to Unforeseen or Latent Conditions
- Building Start-up and Commissioning
- Obtaining Final Occupancy Permit
- Documentation of As-built Conditions
- Final Record Drawings
- Project Closeout
- Project Warrantee Period Support

The Design-Builder will be responsible for start-up, commissioning and training of the City's staff as it is related to building systems and equipment. Specific to this project:

- Explain what role, if any, the individuals tasked with commissioning will play in the design process.
- How will the Design-Builder assure that the transition from construction completion to operations by City's staff is as seamless and effective as possible?
- Describe what type of support, if any, the Design-Builder will provide for ongoing training and commissioning after occupancy.

Describe how the proposed methods and ideas included in your response to this criterion are supported by experiences on past, similar projects. Provide basic project information including, summary of project scope, a phone number for a contact person within each project's organization. Responses to these criteria may reference project(s) and references previously provided/described in your SOQ.

3.6 Management of Time and Budget Requirements

The Design-Builder will be responsible for managing the project during construction to deliver a finished project that will be "on time and on budget". Specific to this project:

- For purposes of this exercise, assume the following: May 5, 2025 limited notice to proceed for design team selection; May 30, 2023 notice to proceed for Phase 1 services; substantial completion date, with occupancy permit, of no later than June 27, 2025; and facility open to the public on July 19, 2025. Based on your current knowledge of the project, submit a proposed milestone schedule for the completion of the project including but not limited to:
 - Design Team Procurement
 - o Programming;
 - Design phases (Schematic Design (30%), Design Development (60%) & Construction Documents (100%));
 - Milestone cost estimates and budget reconciliation at each design phase;
 - Owner reviews at each phase;
 - Formal value engineering;
 - o Formal constructability review;
 - Negotiating/Agreement for final design and construction;
 - o Completion of permit documents for early construction package(s) (if applicable);
 - Permit review for early construction package(s) (if applicable);
 - o Ordering, manufacturing and delivery of materials for early construction package(s);
 - o Ordering, manufacturing and shipping of long-lead materials and equipment;
 - Completion of permit documents for remaining construction packages;
 - Permit review for remaining construction packages;
 - Permit available for early construction package(s);
 - Subcontractor bidding/buy-out for early construction package(s)
 - Early construction package(s) start construction;
 - Completion of bidding/construction documents for remaining construction packages;
 - Permit available for remaining construction packages;
 - Subcontractor bidding/buy-out for remaining construction packages;
 - Building construction;
 - Systems start up, commissioning and Owner training;
 - Substantial completion;
 - Occupancy permit;
 - City Install FF&E;
 - o City move-in:
 - Public grand opening;
 - Project close-out;
 - Warrantee period.
- Describe the major schedule risks and critical path issues and your approach to managing them.
- Describe your approach to City review and approval during design and include milestone events in your schedule for these activities.
- It will be expected that the Design-Builder will provide ongoing, transparent cost estimates to ensure that the City's budgetary requirements are being achieved. Describe your approach to cost estimating and include major cost estimating events on your schedule.
- Describe the major variables affecting price and how you will manage to stay within the overall

budget framework.

 Describe the relationships between major schedule risks and major budget risks, if any, and how that relationship will be measured and managed.

3.7 Current Workload and Capacity to Complete the Work

Based on the potential impact of recent, current, and projected workloads of the Design-Build contractor, describe the team's ability to perform the work and meet the schedule so that the project may be substantially complete, occupied and ready for use by the date indicated in RFQ Section 1.8.

- Identify, by name and company, each of the key Design-Build team members (including subcontractors) that are proposed to be involved during programming, design and construction for this project.
- At a minimum, the key Design-Build team members identified for the project shall include the individuals listed in Section 1.6 of the RFQ. The qualifications of these individuals will be evidenced by the resumes and other information provided in your SOQ.
- Briefly describe the responsibilities of each key team member and the extent of their involvement during each phase of the Project. Involvement shall be expressed as a percentage (100% = full time).

3.8 Project-specific Accident Prevention Plan

Provide a <u>summary</u> of the project-specific accident prevention plan, including your approach/philosophy and the implementation, monitoring and notification process, that you would recommend for our project. Please do not submit the contractor's complete Accident Prevention Program as part of the response to this criterion.

3.9 MBE/WBE/SBE/Local Business Utilization Plan

The City is committed to supporting the local community and economy by increasing the participation of small business enterprises and socially and economically disadvantaged business enterprises, as well as local businesses. This commitment is designed to invest tax-payer dollars back into the community, as well as help build a strong professional community able to tackle the increased construction projects expected for Washington state and especially the Seattle-Tacoma corridor.

For this project, the City aspires to meet the "Governor's goals" for diversity, equity and inclusion. The Design-Build Contractor will be expected to demonstrate due diligence and implement an outreach program to encourage, include and track the participation of Small Business Enterprises (5%), Women Business Enterprises (6%), Minority Business Enterprises (10%), Local Businesses (25%), and other socially and economically disadvantaged business enterprises on this project. "Local" is defined as having headquarters in King County, Washington. Please provide the following:

- A project specific plan to increase opportunities and encourage MBE, WBE, SBE, or other socially or economically disadvantaged business and Local businesses to participate in this project.
- A project specific plan to recruit, mentor and involve MBE, WBE, SBE or other socially or economically disadvantaged business enterprises and Local businesses in this project.
- Your proposed method to work with the City to track, and report monthly, the status of MBE, WBE, SBE or other disadvantaged business enterprises and Local business participation for this project.

Evaluation and Scoring of Proposals (Criteria 3.2-3.9)

The following is a list of the maximum points available for each of the Proposal evaluation criteria and will be the basis for evaluation and scoring of the Proposals:

	Evaluation Criteria	Points
3.2	Acceptance of Contract and Insurance Requirements (pass/fail)	Pass/Fail
3.3	Design Build Delivery Approach	10
3.4	Design Approach Pre-Design through Final Design	10
3.5	Management Approach Permitting Through Closeout	10
3.6	Management of Time and Budget Requirements	10
3.7	Current Workload and Capacity to Complete the Work	10
3.8	Project Specific Accident Prevention Plan	10
3.9	MBE/WBE/SBE/Local Business Utilization Plan	10
	Proposal Max Points	70

Submittals will be group evaluated and scored by the City's selection committee based on the level of responsiveness and the content of the information provided by each Finalist. The selection committee will assign a numerical point total for each criterium and a total numerical point score for each responsive Finalist's proposal.

3.10 Price Factor Proposal (15 points)

<u>Design-Builders Fee:</u> Provide the proposed Fee for overhead and profit of the Design-Builder, expressed as a percentage of the total Cost of the Work to be invoiced during the second contract period. (Refer to Price Factor Proposal Form attached to this RFP.)

Refer to the sample Agreement (attached to this RFP) for the definition of and additional information related to the Design-Builder's Fee and the Cost of the Work.

A completed and signed Price Factor Proposal Form (refer to Appendix) shall be submitted <u>as a separate hardcopy and separate electronic pdf file</u>, placed in a sealed and labeled envelope, at the time of submitting the Design-Builders Proposal. Envelope shall be labeled "Contractor Name, Price Factor Proposal". <u>Do not include a copy of the Price Factor Proposal Form in the Design Builder's compiled Final Proposal (hardcopy or pdf).</u> (Refer to RFQ Section 1.10.1.)

Scoring of Price Factor Proposals

Price Factor Proposal submissions will be publicly "opened", confirmed to be complete and responsive and then will be scored based on the following formula:

- The conforming Price Factor Proposal with the lowest Fee receives full points possible (15 points).
- Other responsive Price Factor Proposals will be allocated points calculated by the following formula:

[Lowest Fee] divided by [Other Fee] multiplied by [Maximum Points Allowed (15)]

The City reserves the right, at its sole discretion, to reject any Price Factor Proposal which is which deviates from the lowest responsive proposal submitted by more than 20%.

END OF REQUEST FOR PROPOSALS

Attachments

- Price Factor Proposal Form
- Sample Design-Build Agreement Forms

PRICE FACTOR PROPOSAL FORM

To: City of Snoqualmie Attn: Michael Chambless 38624 SE River Street Snoqualmie, WA 98065

Price Factor Proposal Form

Pursuant to and in compliance with the Request for Final Proposal, the undersigned certifies, having carefully examined the Contract Documents and conditions affecting the Work, and being familiar with the site; proposes to furnish all labor, materials, equipment and services necessary to complete the Work, as follows (*complete items below*):

1. Design-Builder's Proposed Fee

Having read all pertinent information and understanding the requirements identified within the RFQ/RFP and Contract Documents, the Design-Builder proposes a fee of ______% for overhead and profit of the Design-Builder as a percentage of the total Cost of the Work to be invoiced during the second contract period.

2. Sales Tax:

Applicable Washington State Sales Tax shall not be included in any amounts on this Bid Form.

3. Bonds and Insurance

For the purposes of calculating the costs of bonds and insurance, prior to negotiation of the GMP, the bidder shall assume an "Owners MACC" as referenced in Section 1.3 of the Request for Qualifications. The "Owners MACC" is the anticipated, total cost of design and construction, not including WA State sales tax.

4. Business Information and Addenda Acknowledgement

Proposer's Business Name:					
Type of Business: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (State of Incorporation:) ☐ Other					
Business Address:		City:		State:	Zip Code:
Business Telephone Number:	Business Fax Number:		Business E-mail Address:		
State of Washington numbers for the following:					
Contractor Registration No.:	UBI No.:		Employment Security Dept. No.:		
Receipt is hereby acknowledged of RFP Addenda No(s).:					

5. Authorized Signature

REPRESENTATIVE AUTHORIZED TO SIGN FOR PROPOSER:

"I certify (or declare) under penalty of perjury unde foregoing is true and correct":	er the laws of the State of Washington that the
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)
NOTE: If bidder is a corporation, write State of Inco addresses of all parties below.	orporation; if a partnership, give full names and
Note: This document is to be submitted <u>as a se</u> pdf file, and placed in a sealed and labeled en	

Note: This document is to be submitted as a separate hardcopy and a separate electronic pdf file, and placed in a sealed and labeled envelope, from the RFP response documents (Final Proposal). Envelope shall be labeled "Contractor Name, Price Factor Proposal". Do not include a copy of the Price Factor Form bound into the compiled RFP response documents (Final Proposal).

END OF SECTION

City of Snoqualmie Community Center Expansion Project

Progressive Design-Build Contract

This Contract is made and entered into as of the, 2023, by and between the following parties, for services in connection with the Project identified below:
OWNER:
City of Snoqualmie 38624 SE River St. Snoqualmie, WA 98065
DESIGN-BUILDER: (Name and address)
PROJECT: (Include Project name and location as it will appear in the Contract Documents)
City of Snoqualmie Community Center Expansion Project
[ADDRESS]
In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

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Article 1

General

- **1.1 Authorization.** This Design-Build Contract (the "Contract") is authorized by and entered in accordance with the Design-Build requirements of RCW 39.10. This Contract shall be interpreted to be consistent with the requirements of those statutory provisions.
- **1.2 Duty to Cooperate.** Owner and Design-Builder always commit to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Contract.
- **1.3 Definitions.** Terms, words, and phrases used in this Contract shall have the meanings given them in the *General Conditions of Contract Between Owner and Design-Builder* ("General Conditions").
- **1.4 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Contract. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Contract is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2

Scope of Work

Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work (including both Phase 1 and Phase 2 Services) described in and reasonably inferable from the Contract Documents. The Design-Builder is fully responsible to design and to build the Project, as described in the Project Criteria, as may be revised in accordance with Section 2.1.2 hereof.

2.1 General.

2.1.1 Owner has provided Design-Builder with access to the reference documents listed in **Exhibit A**. Owner provides such Reference Documents to Design-Builder for information only, and subject to the conditions and qualifications identified in Section 3.2.1 of the General Conditions.

2.2 Phased Services.

2.2.1 Phase 1 Preconstruction and Design Services. Design-Builder shall perform the services of pre-design and programming to develop the Owner's Project Criteria. Owner's Project Criteria shall be memorialized in an agreed-upon **Exhibit B** Owner's Project Criteria, which shall be attached to this Agreement. Design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 2.1 hereof, will follow as part of Phase 1 Services as set forth in **Exhibit C**, Scope of Services. Owner intends to authorize performance of the Phase 1 Work in phases, and the parties may amend Exhibit C to reflect the additional authorized Phase 1 Work to be included in the Phase 1 Scope of Services. The Parties intend that the Phase 1 Scope of Services will ultimately include development of the design to a 40-60 percent design level as mutually agreed, such that a Guaranteed Maximum Price (GMP) for the Phase 2 Scope can be developed by the Design-Builder and submitted for review and negotiation between the parties. The Design-Builder's costs associated with

negotiation of the GMP are not included in Phase 1 Services. The Design-Builder's Compensation for Phase 1 Services is set forth in Article 7 hereof.

- **2.2.1.1 GMP Amendment for Phase 2.** The Contract Price and GMP for Phase 2 shall be developed during Phase 1. Owner and Design-Builder may reach agreement on the GMP Amendment for Phase 2 at any point following Design-Builder's completion of the 40 percent design but no later than 60 percent design, including incorporation of any Owner comments thereon. As a result, Phase 1 may overlap with Phase 2.
- **2.2.2 Phase 2 Services.** Design-Builder's Phase 2 services shall consist of the completion of design, obtaining all required permits, subcontractor bidding, procurement of all materials and equipment for the Project, the performance of construction services for the Project, development of various documents associated with Phase 2, commissioning of building systems, training of Owner's operations staff, all tasks related to obtaining final approval and occupancy permit from the authorities having jurisdiction and the provision of warranty services, all as may be described in the Phase 2 Proposal and GMP Amendment.
- **2.2.3** Initial (Early) Works Packages. Owner may negotiate one or more initial (early) works packages with Design-Builder prior to the GMP Amendment. Scope of work, bonding (consistent with the requirements of Article 11), insurance (consistent with the requirements of Article 11), pricing, and other terms for any early works shall be negotiated and memorialized in a written executed agreement prior to issuance of a notice to proceed. Pricing shall be substantially similar to the pricing structure for Phase 2 set forth in Article 7 hereof and any General Conditions Costs shall be pro-rated to the scope of General Conditions Work included in the initial (early) works package.
- **2.3 Phase 2 Proposal.** Design-Builder may develop a Phase 2 Proposal at any point following completion of the 40 percent design but no later than 60 percent design and any other Basis of Design Documents upon which the parties may agree. Design-Builder shall submit a proposal to Owner (the "Phase 2 Proposal") that includes completion of design, permitting, bidding, construction, special inspections/testing, commissioning, closeout and warranty services for the Project, and associated work, and for the Contract Price. The Contract Price in the Phase 2 Proposal shall be based on the Design-Build Fee (Section 7.4), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof, presented on an open-book basis, all subject to a Guaranteed Maximum Price (GMP).
 - **2.3.1** The Phase 2 Proposal shall include the following unless the parties mutually agree otherwise:
 - **2.3.1.1** The Contract Price, subject to a GMP, shall be the sum of:
 - Construction General Conditions Costs as defined in Section 7.3 hereof;
 - ii. Design-Builder's Fee as defined in Section 7.4 hereof;
 - iii. The Cost of the Phase 2 Work as defined in Section 7.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.6.2 hereof;
 - iv. Pass Through Costs as defined in Section 7.5.3 hereof.
 - **2.3.1.2** The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria (**Exhibit B**), which are set forth in detail and are attached to the Phase 2 Proposal;

- **2.3.1.3** A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;
- **2.3.1.4** The Scheduled Substantial Completion Date upon which the Phase 2 Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;
- **2.3.1.5** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
- **2.3.1.6** If applicable, a schedule of alternate prices;
- **2.3.1.7** If applicable, a schedule of unit prices;
- **2.3.1.8** If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Proposal, and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s);
- **2.3.1.9** An expiration date for the Phase 2 Proposal provided that Design-Builder shall not make the Phase 2 Proposal subject to expiration or withdrawal for at least ninety (90) days after submission and Owner shall provide its initial review and comment on the Phase 2 Proposal within thirty (30) days of submission;
- **2.3.1.10** A Permits and Approvals list detailing the permits and governmental approvals not otherwise addressed in the Contract Documents that Owner and Design-Builder will need and assigning responsibility for each;
- **2.3.1.11** A preliminary training plan;
- 2.3.1.12 A project-specific construction safety and accident prevention plan; and
- 2.3.1.13 A project-specific construction quality assurance/quality control plan.
- **2.3.1.14** A project-specific plan for outreach to and inclusion of underutilized firms as subcontractors and suppliers in accordance with the provisions of Chapter 39.10 RCW and the requirements of the Office of Minority and Women's Business Enterprises ("OMWBE").
- **2.3.1.15** Design-Builder's Owned Equipment Rate Schedule, which shall be incorporated herein as **Exhibit F** and shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log. Exhibit F shall include replacement values and approved rates for each item.

2.3.2 Review and Adjustment to Phase 2 Proposal.

2.3.2.1 After submission of the Phase 2 Proposal, Design-Builder will discuss and review it with Owner. Owner may require modifications to the Phase 2 Proposal that Design-Builder shall in good faith attempt to accommodate. Owner must approve the Phase 2 Proposal, as originally submitted or as modified, and enter into a GMP Amendment incorporating the agreed Phase 2 Proposal in order for the Design-Builder to proceed to Phase 2.

- **2.3.2.2 Acceptance of Phase 2 Proposal.** If Owner accepts the Phase 2 Proposal, as may be modified, the Contract Price and its basis shall be set forth in an amendment to this Contract (GMP Amendment). Once the parties have agreed upon the GMP Amendment and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as described in the GMP Amendment. Design-Builder acknowledges and agrees that Owner's acceptance and execution of the GMP Amendment is subject to approval by the Owner's Board of Directors. Design-Builder further acknowledges and agrees that its execution of the GMP Amendment constitutes certification that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Phase 1 Services through the date of the GMP Amendment that will in any way affect Owner's interests.
- **2.3.2.3 Failure to Accept Phase 2 Proposal.** If Owner rejects the Proposal, or if at any time the Owner and the Design-Builder are unable to agree upon: a satisfactory price GMP for completing the project that the City determines to be fair, reasonable and within the available budget; a schedule to complete the project; or the scope and character of the project, , Owner and Design-Builder shall meet and confer as to how the Project will proceed, and the Owner at its sole discretion shall have the right to exercise the following options:
 - i. Terminate this Contract and pay Design-Builder for all Work performed through the date of termination;
 - ii. Terminate this Contract, pay Design-Builder for all Work performed through the date of termination and contract directly with the Design Consultant and Design Sub-Consultants, if any, for completion of the Phase 1 Scope of Services for the agreed upon Contract Price for Phase 1 Services set forth at Section 7.1 minus payments for all Work performed through the date of termination;
 - iii. Require Design-Builder to proceed with remaining Phase 1 Scope of Services for the agreed upon Contract Price for Phase 1 Services set forth at Section 7.1 minus payments for all Work performed through the date of termination;
 - iv. Require Design-Builder to perform any specific portion of the Work under this Contract based on the Design-Build Fee (Section 7.4), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable; or
 - v. Require Design-Builder to continue to proceed with the Work, until further notice (reserving the right to terminate this Contract pursuant to Section 2.3.2.3.i.) on the basis of the Design-Build Fee (Section 7.4), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable.
- **2.3.2.4** Should the Owner choose to exercise its termination rights set forth in Section 2.3.2.3(i) or (ii), such cancellation will be effective upon issuance of written notification to the Design-Builder and the Design-Builder will not be reimbursed for time and effort related to the price negotiations.

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- **2.3.2.5** Should the Owner choose to exercise its termination rights set forth in Section 2.3.2.3(i) or (ii), Owner shall maintain ownership of the conceptual/schematic design developed during Phase 1 Services and reserves the right, at its sole discretion, to either cancel the Project, move forward with the Project utilizing the services of another Design-Builder or to move forward with the project through a design-bid-build delivery process or in any other way that it deems appropriate.
- **2.3.2.6** If Owner fails to exercise any of the options set forth in Section 2.3.2.3, Design-Builder shall continue the Work as if Owner had elected to proceed in accordance with Item 2.3.2.3.v above, and be paid by Owner accordingly, unless and until Owner notifies Design-Builder in writing to stop the Work.

Article 3

Contract Documents

The Contract Documents are comprised of the following, which are incorporated herein by this reference. In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority

- **3.1** All written and fully executed modifications, amendments, minor changes, and Change Orders to this Contract issued in accordance with the General Conditions;
- 3.2 The GMP Amendment including the Basis of Design Documents;
- **3.3** This Contract, including all exhibits and attachments but excluding the Reference Documents identified in **Exhibit A**. The Reference Documents are not Contract Documents, and are provided for information only;
- 3.4 The General Conditions:
- **3.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions:
- 3.6 Owner's Request for Qualifications, its Request for Proposals, and Addenda thereto, if any; and
- 3.7 Design-Builder's Statement of Qualifications, Proposal, and Addenda thereto.

Article 4

Interpretation and Intent

- **4.1** Design-Builder and Owner, at the time of acceptance of the Phase 2 Proposal by Owner in full, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the GMP Amendment.
- **4.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve

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any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Article 3 herein.

- **4.3** Terms, words, and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions.
- **4.4** Design-Builder may propose modifications to and expansion of the Owner's Project Criteria. Prior to presenting its Phase 2 Proposal, the Design-Builder shall identify any items in the Owner's Project Criteria that conflict with or in any way impede Design-Builder's ability to meet any Performance Standards set forth in the Owner's Project Criteria.
- **4.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.
- **4.6** In the event of an ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them, and as such, nothing shall be construed against or in favor of one party based on its being deemed the sole author.
- 4.7 Changes in the Legal Requirements. The Owner and Design-Builder acknowledge that numerous aspects of the Project are governed by federal, state, and local laws, rules, and regulations and that the intent is to complete all Work in compliance with the Legal Requirements. Design-Builder is required to account for applicable changes in the Legal Requirements that occur during Phase 1 in its Phase 2 Proposal, the GMP Amendment, and the Phase 2 schedule. Changes in the Legal Requirements that become effective prior to execution of the GMP Amendment shall in no event form the basis for an adjustment of Design-Builder's compensation and/or time of performance for Phase 1 Services. Changes in the Legal Requirements that become effective after execution of the GMP Amendment may form the basis for an adjustment to Contract Time, in accordance with the requirements and conditions of Section 8.2 of the General Conditions but shall in no event form the basis for an adjustment to the Contract Price and/or GMP.

Article 5

Ownership of Work Product

- **5.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product") have been specially ordered or commissioned by the Owner for use as a contribution to a collective work and will be considered "works made for hire" (as that term is defined under U.S. copyright law), in all stages of completion, with the Owner being the author of them. To the extent the Work Product includes material subject to copyright, patent, trademark, trade secret, or any other proprietary rights protection, and any rights therein are not owned by the Owner as a "work made for hire" pursuant to the preceding sentence, the Design-Builder hereby irrevocably and unconditionally assigns to the Owner, its successors, and assigns, all rights (including sublicensing rights), title, and interest in and to the Work Product. To the extent any of the Design-Builder's rights in the Work Product, including any moral rights, are not capable of assignment under applicable law, the Design-Builder hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.
- **5.2 Owner's Indemnification for Use of Work Product.** Owner shall defend, indemnify, and hold harmless the Design-Builder from and against all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from Owner's (1) use of the Work Product in connection with another project; or (2) modification of the Work Product undertaken after termination of the Design-Builder on this Project.

Article 6

Contract Time

- **6.1 Date of Commencement**. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Contract unless the parties mutually agree otherwise in writing.
- 6.2 Substantial Completion and Final Completion.

 - 6.2.2 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions.
 - 6.2.3 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions.
- **6.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. By executing the Agreement the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.
- **6.4** Liquidated Damages. Liquidated damages, if any, shall be established in the GMP Amendment.

Article 7

Price

- **7.2 Phase 2 Price.** For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 8 of this Contract and Article 6 of the General Conditions a contract price ("Contract Price") set forth in the GMP Amendment which shall be equal to the Pass-Through Costs (as defined in Section 7.5.3 hereof), plus Design-Build Fee as defined in Section 7.4, plus the Cost of the Phase 2 Work (as defined in Section 7.5.1 hereof), plus the Construction General Conditions Costs (as defined in Section 7.3 hereof). The Contract Price shall be subject to and shall not exceed the GMP established in the GMP Amendment and governed by Section 7.6 hereof, subject to any adjustments made in accordance with the General Conditions.
- **7.3 Construction General Conditions Costs**. Owner shall reimburse Design-Builder for the actual and reasonable costs ("Construction General Conditions Costs") incurred in performing the Construction General Conditions Work as defined in the General Conditions and as set forth in **Exhibit D.** The Construction General Conditions Costs shall cover all Construction General Conditions Work, regardless of whether the work is completed by the Design-Builder, a Key Firm, or Subcontractor. The basis and

amount of the General Conditions Costs shall be agreed upon and memorialized in the GMP Amendment.

7.4 Design-Build Fee.

- **7.4.1** Design-Build Fee shall be ______ percent (______%) of the Cost of the Phase 2 Work.
- **7.4.2** The Design-Build Fee for any changes in the Work as set forth in a Change Order and in accordance with the requirements of Article 9 of the General Conditions shall be the same percentage established in Section 7.4.1.
- **7.4.3** The Design-Build Fee is intended to compensate Design-Builder for **all** costs and expenses not specifically included in the Pass-Through Costs (as defined in Section 7.5.3 hereof), the Cost of the Phase 2 Work (as defined in Section 7.5.1 hereof) and the Construction General Conditions Costs (as defined in Section 7.3 hereof). The Design-Build Fee shall compensate Design-Builder for all other costs, including but not limited to the following:
 - **7.4.3.1** Contractor's profit on all self-performed work.
 - **7.4.3.2** Profit Margins or similar mark-ups on cost for work performed by related parties or entities of the design builder.
 - **7.4.3.3** Costs associated with support, administrative and operations staff normally stationed in the Design builder's home office, such as HR, accounting, IT etc., unless specifically approved in advance by the Owner.
 - **7.4.3.4** Cost of centralized and generally shared information technology, equipment, enterprise software and data processing.
 - **7.4.3.5** Cost associated with bonuses, stock options, profit sharing and other discretionary incentive programs.
 - **7.4.3.6** Discretionary costs, such as clothing, awards or similar expenses.
 - **7.4.3.7** All taxes including Business and Occupancy Occupation (B&O) Taxes and excluding state and local sales tax.

7.5 Cost of the Phase 2 Work.

7.5.1 Cost of the Phase 2 Work includes only those items expressly defined in this Section 7.5.1 that are reasonably incurred by Design-Builder in the proper performance of the Phase 2 Work. The Cost of the Phase 2 Work shall not include any Pass-Through Costs (as defined in Section 7.5.3 hereof), Construction General Conditions Work (as defined in Section 7.3 hereof), or costs intended to be covered by the Design-Build Fee (as defined in Section 7.4 hereof). For the avoidance of doubt, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Pass-Through Costs shall be resolved in favor of Pass-Through-Costs. Further, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Construction General Conditions Costs or Design-Build Fee shall be resolved in favor of Construction General Conditions Costs and Design-Build Fee, respectively. The Cost of the Phase 2 Work shall include only the following:

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7.5.1.1 Except for those supervisory and administrative personnel who are covered by the General Conditions Costs (**Exhibit D**) and employees billed at all-inclusive billing rates (**Exhibit E**), the actual paid and incurred wages of direct employees of Design-

Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site.

- **7.5.1.2** Except for those supervisory and administrative personnel who are covered by the General Conditions Costs (**Exhibit D**) and employees billed at all-inclusive billing rates (**Exhibit E**), the actual paid and incurred wages or salaries of Design-Builder's personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.
- **7.5.1.3** Except for those supervisory and administrative personnel who are covered by the General Conditions Costs (**Exhibit D**) and employees billed at all-inclusive billing rates (**Exhibit E**), the actual paid and incurred wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent such personnel perform tasks directly associated with the Project and are approved in advance by the Owner.
- **7.5.1.4** Actual costs paid and incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on actual base wages and salaries paid to employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.1.3 hereof. Costs associated with bonuses, stock options, profit sharing and other discretionary incentive programs are not to be reimbursable as a cost of the work. For employees not covered by collective bargaining agreements vacation, sick leave and other paid time off, including holidays are to be calculated as the individual employee's actual benefit. For those not full-time on the project a pro-rata share may be charged based on hours directly associated with the project.

Worker's compensation shall be reimbursed at the contractor's specific Washington State L&I rate, net of employee deductions with the contractor's specific EMF applied. For self-insured companies, the actual state classification rate net of employee deduction with a .5 EMF applied.

- **7.5.1.5** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work.
- **7.5.1.6** Costs, including acquisition, transportation, inspection, testing, storage, and handling of materials, furnishings, equipment, and supplies incorporated or reasonably used in completing the Work.
 - .1 Small tools purchased by the project are to be inventoried, tracked and residual value credited to the project at completion. Small tools are defined as those items with \$500 value.
 - .2 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. All equipment and items greater than \$500 (including electronic computer equipment and software) are to be rented to the project from the lowest available source, whether 3rd Party or from the Design-Builder's own equipment yard.

Design-Builder's Owned Equipment Rate Schedule (**Exhibit F**) shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horsepower,

voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Design-Builder's owned equipment rental log. **Exhibit F** shall include replacement values and approved rates for each item.

The rental equipment rates for equipment owned by Design-Builder shall be charged at the lower of seventy-five percent (75%) the current AED Green Books/NECA/any other published rates, actual rental rates charged by a local third-party rental agency or the current Contractor's Owner-approved rates as listed in the equipment rental Exhibit F ("Equipment Rate Schedule.") Recovery periods should reflect useful life for each category of equipment.

Design-Builder owned equipment rental rates shall be based on monthly rates but prorated on a daily basis (30.4 days per month). Days used to prorate monthly rates to daily should be consistent with the calculation of days to charge each piece of rental equipment.

All rental equipment owned by Design-Builder that has been used to construct the Project and has accumulated rental charges equal to seventy-five percent (75%) of the Design-Builder's current replacement value shall be provided for the remainder of the Project at no additional rental cost and shall remain as property of the Design-Builder. Replacement value on piece of equipment may not be modified during the term of the Agreement.

The Design-Builder's owned equipment rental log shall include a unique equipment identification number, a definitive equipment description exactly matching **Exhibit F** date on site, date off site, replacement cost, monthly rate prorated to daily, days billing per month, this month billing calculation and cumulative billing to date, maximum rental allowed for each rented item. The Design-Builder's owned equipment rental log shall be available in excel format if requested by Owner.

- **7.5.1.7** Costs of removal of debris and waste from the Site.
- **7.5.1.8** All fuel and utility costs incurred in the performance of the Work.
- **7.5.1.9** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- **7.5.1.10** Deposits which are lost, except to the extent caused by Design-Builder's negligence.
- **7.5.1.11** Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property except to the extent caused by Design-Builder's negligence.
- **7.5.1.12** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- **7.5.1.13** Site security, temporary fencing, signage and similar security and safety measures for active construction areas.
- **7.5.1.14** Costs for agreed-upon Allowance Items as described and defined in Section 7.7 herein.

- **7.5.1.15** All costs for completion of design incurred after execution of the GMP Amendment.
- 7.5.1.16 All costs for or related to permitting of the Work;
- **7.5.1.17** All costs for special inspections/testing and commissioning of building systems.
- **7.5.1.18** Any costs that are identified and approved as contingency items under Section 7.6.2 herein.
- **7.5.1.19** Any costs that are identified and approved as Allowance Values under Section 7.7 herein.
- **7.5.2 Non-Reimbursable Costs**. The following shall be excluded from the Cost of the Phase 2 Work:
 - **7.5.2.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in connection with Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3, costs associated with Construction General Conditions Work, items intended to be covered by the Design-Build Fee, and Pass-Through Costs.
 - **7.5.2.2** General expenses not specifically provided for herein.
 - **7.5.2.3** The cost of Design-Builder's capital used in the performance of the Work.
 - **7.5.2.4** If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.
 - **7.5.2.5** Any profit sharing, stock options, bonuses or incentive pay that is the obligation of Design-Builder to pay.
- **7.5.3 Pass-Through Costs.** The following costs shall be passed through and paid without mark-up or any added Design-Build Fee:
 - **7.5.3.1** Premiums for insurance and bonds required by this Contract or the performance of the Work.
 - **7.5.3.2** Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.
 - **7.5.3.3** Costs for permits, royalties, licenses, tests, and inspections.
 - **7.5.3.4** Costs for the work of any personnel charged at all-inclusive, market-based billing rates as set forth in **Exhibit E**.

7.6 The Guaranteed Maximum Price (GMP).

7.6.1 Design-Builder guarantees that it will not exceed any GMP that may be established in the GMP Amendment. Documents used as basis for the GMP shall be identified in the GMP Amendment. Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item(s) for its general project management and general conditions costs ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs more than the General Conditions Cap, as well as be responsible for all costs of completing the Work which

exceed the GMP, as said general conditions line item(s) and the GMP may be adjusted in accordance with the Contract Documents.

7.6.2 Design Builder's Contingency. The GMP shall include the Design-Builder's contingency, an amount that shall be no less than two point five percent (2.5%) and no more than five percent (5%) of the estimated Cost of the Work, which will be negotiated between the Design-Builder and the Owner as a part of the GMP negotiations. The percentage shall depend upon the level of completion of the Design-Build Documents and certainty of subcontractor pricing at that time and depending upon any other risk factors agreed upon between the Construction Manager and the Owner.

The final amount of the contingency shall be stated in the GMP Amendment and included in the GMP amount. The contingency is a sum established for the Design-Builder's sole use to cover the Design-Builder's costs that are properly reimbursable as a Cost of the Work but not the basis for a Change Order, such as, for example, design errors and omissions, buy-out or estimating error, post-GMP unanticipated market conditions, trade scope gaps, coordination between trades, missed work, acceleration, failure of a Subcontractor of any tier, pandemic or epidemic, costs to address safety items, discrepancies with the Design Builders Construction Documents pertaining to applicable building or life/safety code requirements, Design-Builder coordination errors or expediting costs for critical materials.

The following may also be considered, at the Owner's sole discretion if the Owner believes such expenditures to be in the Owner's best interests, valid Construction Contingency items: (1) overtime and premium time, (2) costs to address safety items, (3) costs overruns not covered by allowances; (4) costs of corrective work not provided for elsewhere, (5) areas of damage that may occur between trades during construction but cannot be attributed to a specific subcontractor, (6) implementation of any Recovery Plan and (7) for other items requested by the Contractor if approved by the Owner and in the Owner's sole discretion.

The Design-Builder shall use the contingency only with the Owner's prior written consent, which shall not be unreasonably withheld or delayed. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency. If, upon Final Completion of the Project, funds are remaining in the Design-Builders Contingency, such funds shall remain unspent and shall accrue 100% to the Owner.

- **7.6.3 Pricing**. Pricing payable for the use of Contingency shall be as described in Article 7.5 of the Agreement for the Design-Builder.
- **7.6.4 Savings.** If the sum of the actual Design-Build Fee (as defined in 7.4 hereof), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall accrue 100% to the Owner.

7.7 Allowance Items and Allowance Values.

- **7.7.1** Any and all Allowance Items, as well as their corresponding Allowance Values, shall be set forth in the GMP Amendment.
- **7.7.2** Design-Builder and Owner will work together to review the Allowance Items and Allowance Values based on design information then-available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.
- **7.7.3** No Work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project Schedule approved with the GMP Amendment, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.
- **7.7.4** The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes (excluding local and state sales tax), bonds and insurance associated with the applicable Allowance Item.
 - **7.7.4.1** The actual cost payable for the use of an Allowance shall be as described in Article 7 of the Agreement for the Design-Builder, and pursuant to Article 7.6 of the General Conditions for Subcontractors.
- **7.7.5** Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Design-Builder shall report such difference to Owner so that Owner can maintain a running tally of Allowance Item costs against Allowance Values. Prior to final payment, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for all Allowance Items and the total Allowance Value.

Article 8

Procedure for Payment

8.1 Phase 1 Payments. Phase 1 Services shall be paid by Owner based on the not-to-exceed Phase 1 price and the all-inclusive billing rates and labor categories both set forth in **Exhibit E** (Supporting Pricing Information). No markups beyond those included in **Exhibit E** shall be added to billings from any subconsultants or subcontractors for Phase 1 services. All-inclusive billing rates and labor categories shall not be subject to any overtime pay obligations incurred by Design-Builder nor any rate increases during Phase 1.

8.2 Phase 2 Payments.

- **8.2.1** Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the Application in accordance with the following procedure and requirements:
 - **8.2.1.1 Draft Application.** Design-Builder shall submit to Owner a report on the current progress of the Work as compared to Design-Builder's Construction Schedule, and a draft, itemized application for payment for work performed during the current calendar month on a form supplied or approved by Owner. This shall not constitute a payment request. Design-Builder and Owner shall confer regarding the current progress of the Work and the amount of payment to which Design-Builder is entitled. Owner may on occasion request Design-Builder to provide data substantiating Design-Builder's right

to payment, such as copies of requisitions from Subcontractors of any tier, and reflecting retainage as provided elsewhere in the Contract Documents.

- **8.2.1.2 Payment Request.** After Design-Builder and Owner have met and conferred regarding the updated draft application, and Design-Builder has furnished all progress information required and all data requested by Owner under 8.2.1.1 above, Design-Builder shall submit Design-Builder's Application for Payment for Work completed during the previous month in accordance with Article 6 of the General Conditions on a form supplied or approved by Owner. Among other things, the Application shall state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with Owner and that all payments due Subcontractors of any tier from Owner's payment the prior month have been made.
- **8.2.1.3 Disputed Amounts.** If Design-Builder believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, Design-Builder may, also by the tenth day of the month, submit to Owner along with the approved payment request a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, Design-Builder and all Subcontractors shall file with Owner by the tenth day of the month certified copies of all payroll records relating to the additional amount due.
- **8.2.1.4 Validity of Payment Requests.** A payment request shall not be valid unless it complies with the requirements of the Contract Documents.
- 8.2.1.5 Subcontractor Payment Statement. The Application shall state that all payments due Subcontractors of any tier from the Owner's prior payment have been made. No payment request shall include amounts the Design-Builder does not intend to pay to a Subcontractor because of a dispute or other reason. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Design-Builder discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor under the subcontract (such as for unsatisfactory performance or non-payment of lower tier Subcontractors), the Design-Builder may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the Owner written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for payment to the Subcontractor, and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.
- **8.2.1.6 Stored Materials.** Unless otherwise provided in the Design-Build Documents, payments shall be made on account of Project-specific materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing and in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment and otherwise to protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site.
- **8.2.1.7** The Design-Builder warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Applications for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be

free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Subcontractors of any tier, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- **8.2.1.8 Decision to Withold Payment.** The Owner may withhold a payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of Work is not in accordance with the Contract Documents. The Owner may also withhold a payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of an Application for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible, including but not limited to loss resulting from acts and omissions, because of the following:
 - .1 defective Work not remedied;
 - .2 third-party claims (except where an insurer has unconditionally accepted coverage) filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
 - .3 failure of the Design-Builder to make payments properly to Subcontractors or for design services labor, materials or equipment, or for failure of such Subcontractors to make payments properly to Subcontractors of any tier;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP:
 - .5 damage to the Owner or a separate contractor (except where an insurer has unconditionally accepted coverage);
 - .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - .7 unsatisfactory prosecution of the Work by the Design-Builder, including but not limited to failure to carry out the Work in accordance with the Design-Build Documents;
 - .8 delay by the Design-Builder and/or its Subcontractor(s) of any tier, or failure to comply with the Design-Builder's Project schedule requirements, or the imposition of liquidated damages;
 - .9 failure to submit any documents required by statute;
 - .10 failure to submit a properly updated Project schedule;
 - .11 failure to comply with a requirement of the Design-Build Documents in which the Owner has reserved the right to withhold payment;
 - .12 damages for failure to meet timely and proper completion of the Contract, including the assessment of liquidated damages;
 - .13 failure to properly maintain as-built records;
 - .14 failure to properly submit daily construction records; or
 - .15 failure to properly submit certified payrolls.

When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld.

8.2.1.9 Prevailing Wages. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," the Design-Builder will not receive any payment until the Design-Builder and all Subcontractors of any tier for whom payment is sought have submitted State-approved "Statements of Intent to Pay Prevailing Wage" to the Owner. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries

before it is submitted to the Owner. The statement must include the Design-Builder's registration number, the number of workers in each trade classification, and the applicable wage rate for each trade listed. The Design-Builder agrees to provide each Subcontractor of any tier with a schedule of applicable prevailing wage rates. The Design-Builder and the respective Subcontractors of any tier shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

8.2.2 After the Owner has issued a written acknowledgement of receipt of the Design-Builder's Application for Payment, and it has been approved by the Owner, the Owner shall make payment within 30 days after Owner's receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made, less retainage, and less amounts properly withheld under Section 6.3 of the General Conditions.

8.3 Retainage on Phase 2 Progress Payments.

- **8.3.1** Pursuant to Chapter RCW 60.28, the Owner will retain five percent of each approved Application for Payment to be retained as a trust fund for the protection and payment of the claims of any person arising under the contract and the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due from Design-Builder. The moneys reserved may, at the option of Design-Builder, be retained in accordance with the provisions of Chapter 60.28 RCW.
- **8.3.2** Sixty days after Final Acceptance of the entire Work, which is an action by the Board of Directors, Owner shall release to Design-Builder all retained amounts in accordance with chapter RCW 39.12 and chapter RCW 60.28, provided that Design-Builder has submitted: (1) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from Design-Builder and from each Subcontractor of any tier certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by Design-Builder or Subcontractor of any tier, (2) pursuant to RCW 60.28.021, certificates from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries. If there are either unpaid taxes or unsatisfied claims of lien against the retained percentage, disbursement of retainage funds will be made in accordance with state law.
- **8.4 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within 30 days after Owner's receipt of the Final Application for Payment, provided that (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions and (b) Owner shall have the right to withhold all amounts to which Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions.
- **8.5 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payments, shall bear interest as specified by RCW 39.76.
- **8.6 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Contract is to be administered on an open-book arrangement relative to the Cost of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, and using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

During the performance of the Work and for a period of six (6) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase

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orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment.

Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Contract are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Contract, but the composition of such multiplier or markup is not subject to audit.

Design-Builder shall incorporate Design-Builder's obligations (including the obligations to keep and maintain records and provide opportunity to Owner to inspect such records) under this Section 8.6 in each of its agreements with its Subcontractors.

Article 9

Termination for Convenience

- **9.1** In addition to Owner's other termination rights in the General Conditions to Contract, Owner may terminate the Contract for convenience. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any portion of this Contract. In such event, Owner shall (subject to the limitation set forth in Section 8.3 above) pay Design-Builder for that portion of the Contract Price that corresponds to the percentage of completion of Work in accordance with the Contract Documents, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages whatsoever (including without limitation fee or profit on terminated Work).
- **9.2** The total sum to be paid to Design-Builder under this Article 9 shall not exceed the Contract Price as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to Design-Builder shall exclude the fair value of property not under Owner's control which is destroyed, lost, stolen or damaged to become undeliverable to Owner.
- **9.3** Any claim, request for equitable adjustment or other demand for extra compensation or time extension by Design-Builder arising from or related to acts, events, occurrences, or omissions prior to the effective date of the convenience termination shall continue to be subject to and resolved in accordance with the rules (contractual or legal, express or implied) in effect prior to the termination. The convenience termination will not convert this Contract into a cost reimbursement contract.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions to the extent permitted by the Legal Requirements:

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions to the extent permitted by the Legal Requirements:

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10.2 Design-Builder's Representatives.

- **10.2.1** Design-Builder designates the individual listed in the table in Section 10.3 below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions.
- **10.2.2** Design-Builder designates the individual listed in the table in Section 10.3 below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions.
- **10.3 Key Personnel.** Design-Builder has been selected for this Project based on not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key personnel it intends to employ to perform the Work. Design-Builder agrees to provide all professional personnel necessary, at adequate staffing levels, to perform the required services under this Contract, including the key personnel identified below:

Position Title	Name of Individual
Design-Build Senior Representative (Design-Build Project Executive)	
Design-Build Representative (Design-Build Project Manager)	
Construction Superintendent	
Construction Project Manager	
Construction Project Engineer	
QA/QC Manager	
Cost Estimator	
Scheduler	
Safety Manager	

These key personnel, all of whom were named in Design-Builder's proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be assigned to the Project. Except in the event of the death of the employee or their termination of employment with Design-Builder, these key personnel shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Owner in its sole discretion.

In the event Design-Builder **proposes to substitute** any of the key personnel due to death or employment termination, the individual(s) proposed must demonstrate the qualifications indicated in the Request for Proposals for their respective role(s), and experience as required to successfully perform such duties. Owner shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the Project. Design-Builder will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by Owner and Design-Builder, Owner considers such removal necessary and in the best interest of the Project, and Owner so notifies Design-Builder in writing and allows a reasonable period for the transition to different personnel.

10.4 Key Firms. Design-Builder has been selected for this Project on the basis of not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key firms it intends to engage to perform the Work. Design-Builder agrees to engage such firms to perform the required services under this Contract, including the key firms identified below:

Firm	Role

These key firms, all of whom were named in Design-Builder proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be engaged on the Project. These key firms shall be engaged for the complete scope identified in the Design-Builder's proposal. In the event Design-Builder proposes to substitute any of the key firms, Design-Builder shall demonstrate that the replacement firm possesses sufficient qualifications to perform the Work in question. Owner shall have the sole right to determine whether key firm proposed as substitutes is qualified to work on the Project.



Article 11

Bonds and Insurance

11.1 Design-Builder's Insurance. Unless a longer period of coverage is specified elsewhere in this Article 11, Design-Builder shall obtain and keep in force the following insurance coverages for a period of 365 days from Substantial Completion of all Work with insurance companies approved by the State Insurance Commissioner pursuant to Title 48 RCW.

All policies will name the Owner, its officers, board members, employees, and agents as additional insureds, with the exception of the Design-Builder's Professional Liability policy. Prior to Design-Builder commencing any work, Design-Builder shall provide the Owner with copies of insurance certificates and additional insured endorsements, all in a form acceptable to the Owner. The insurance provided must be with an insurance company with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). Owner reserves the right to approve the security of the insurance provided, the company, terms and coverage, the certificates of insurance, and endorsements and reserves the right to obtain copies of all policies from Design-Builder upon request.

11.1.1 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Owner shall be provided 45 days written notice of cancellation. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect Design-Builder. Neither Owner's specification or approval of the insurance in this Contract, nor of its amount, nor providing coverage in these stated minimum limits shall be construed to relieve Design-Builder from liability more than such limits. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. Design-Builder may, at its expense, purchase larger coverage amounts.

The cost of any claim payments falling within the deductible shall be the sole responsibility of Design-Builder. Design-Builder's insurance shall be primary and non-contributory as respects the Owner, and any self-insurance or any other insurance maintained by the Owner shall be excess and not contributing insurance with the Design-Builder's insurance. Design-Builder shall submit upon execution of this Contract Certificates of Insurance acceptable to Owner as evidence of all insurance required herein:

11.1.1.1 Commercial General Liability Insurance. A policy of Commercial General Liability Insurance on an industry standard insurance occurrence form: (CG 00 01) or equivalent, with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate, including all coverage known as:

Per Project Aggregate endorsement (CG2503)

Premises/Operations Liability

Products/Completed Operations—for a period of six years following Substantial Completion

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap or Employers Contingent Liability

11.1.1.2 Employers Liability:

- (1) \$1,000,000 Each Accident
- (2) \$1,000,000 Disease Policy Limit
- (3) \$1,000,000 Disease Each Employee
- **11.1.1.3 Automobile.** Commercial Automobile Liability with a combined single limit of not less than \$1,000,000 for each accident and including coverage for transportation of pollutants. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- **11.1.1.4 Excess or Umbrella Liability.** \$10 million per occurrence and aggregate during construction and with Product/Completed Operations coverage for a period of six years following Substantial Completion.
- **11.1.1.5 Contractors Pollution Liability.** A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Design-Builder's operations for others; from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos. Such Pollution Liability policy shall provide at least \$2,000,000 per occurrence coverage for Bodily Injury and Property Damage.
- 11.1.1.6 Design-Builder's Professional Liability. The Design-Builder, the Engineer, other design consultants, Design-Builder's and any design-build Subcontractors of any tier will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$2,000,000 per claim and annual aggregate (deductible of up to \$50,000 permitted). The Design-Builder, the Design-Builder's Engineer, other design consultants, and any design-build Subcontractors of any tier will promptly notify the Owner of any material changes to, interruption of, or termination of this insurance, and will immediately procure replacement coverage. The Design-Builder, the Design Builder's Engineer, other design consultants, and any design-build Subcontractor of any tier will either maintain active policy coverage, or an extended reporting period, providing coverage for claims first made and reported to the insurance company within six (6) years of Substantial Completion or termination of the Work under this Contract, whichever occurs first. The Owner may modify these insurance requirements for certain entities, on a case-by-case basis, by providing written agreement of such modifications.
- **11.1.1.7 Worker's Compensation.** Worker's Compensation coverage, as required by RCW Title 51. If Design-Builder is qualified as a self-insurer in accordance with RCW 51.14, Design-Builder shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees.

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- 11.1.1.8 Builder's Risk Insurance. The Design-Builder shall procure and maintain during the life of the Contract, or until acceptance of the project by Owner, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft. off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake. The policy shall be endorsed to cover the interests, as they may appear, of the Owner, Design-Builder and subcontractors of all tiers with the Owner and sub-contractors listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by the Owner, the Design-Builder shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Design-Builder or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.
- **11.1.2 Self-Insurance.** At its sole option and in its sole discretion, Owner may accept Design-Builder's self-insurance for liability coverage in lieu of insurance from a commercial insurer. Design-Builder must provide a letter from its Corporate Risk Manager or appropriate Finance Officer representing and warranting the following minimum information: whether the self-insurance program is actuarially funded; the fund limits; any excess declaration pages to meet the contract requirements; a description of how Design-Builder would protect and defend Owner as an Additional Insured in their Self-Insured layer; and claims-handling directions in the event of a claim. Any amounts due to, sought by, or paid to third party claimants shall be the sole responsibility of Design-Builder, irrespective of whether such amount falls wholly within the level or amount of Design-Builder's self-insured retention.
- **11.1.3 Waiver of Subrogation.** Design-Builder and the Owner waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent of proceeds paid by the Builder's Risk insurance or other property insurance obtained pursuant to the Contract Documents. The policies shall provide such waivers by endorsement or otherwise.
- **11.1.4 Design-Build Exclusions.** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in this Contract. Design-Builder's liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. Any professional liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project.
- **11.1.5 Subcontractors.** Except as otherwise agreed by the Owner in writing: the Design-Builder shall furnish separate evidence of insurance as stated above for each Subcontractor; and all coverage for Subcontractors shall be subject to all requirements stated herein (including specifically that the Owner be named as an additional insured on such insurance).

11.2 Performance and Payment Bond. Design-Builder shall secure from a surety company acceptable to Owner, admitted and licensed in the State of Washington, and shall pay for performance and payment bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the GMP plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." The bond shall be on a form provided by Owner. The bond must be executed by a duly licensed surety company that is listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bond or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of Design-Builder to Owner as set forth herein. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The bond shall cover all Change Orders without further consent from the surety.

Article 12

Other Provisions

12.1 Contract Exhibits. The Exhibits to this Contract, incorporated herein by reference, are as follows:

Exhibit A, List of Reference Documents;

Exhibit B, Owner's Project Criteria

Exhibit C, Phase 1 Scope of Services;

Exhibit D, Work included in Construction General Conditions;

Exhibit E, Design-Builder Phase 1 Billing Rate / Fee Schedule;

Exhibit F, Design-Builder's Owned Equipment Rate Schedule

- **12.2 CPARB Reporting**. Design-Builder shall provide the Owner and the Capital Projects Advisory Review Board ("CPARB") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10 RCW and the requirements of CPARB.
- **12.3 OMWBE Reporting.** Design-Builder shall track and provide the Owner and the Office of Minority and Women's Business Enterprises ("OMWBE") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10 RCW and the requirements of OMWBE.
- **12.4 Notices.** All notices, requests, demands, and other communications (collectively, "Notices") hereunder shall be in writing and delivered to the party hereto by (a) hand-delivery, (b) established express delivery service that maintains delivery records, or (c) certified or registered U.S. mail, postage prepaid, return receipt requested at the following addresses, or at such other address as the parties hereto may designate pursuant to this Section.

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	Owner:	
	Design-Builder:	
shall be sent. A at law shall be authorized offic	Any notice hereunder signed on behal valid and effective to the same externation or employee. Notices and communen seventy-two (72) hours after the da	or different addresses to which subsequent notices f of the notifying party by a duly authorized attorney ent as if signed on behalf of such party by a duly ications given by mail hereunder shall be deemed to te of dispatch: all other notices shall be deemed to
	******	*****
resources to ful		r each represents that it has the necessary financial and each has the necessary corporate approvals to ibed herein.
OWNER:		DESIGN-BUILDER:
City of Snoqua	almie	
		(Name of Design-Builder)
(Signature)		(Signature)
(Printed Name)		(Printed Name)
(Title)		(Title)
Date:		Date:

City of Snoqualmie Community Center Expansion Project

General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder



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Article 1

General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

- **1.2.1** Additional Services refers to those services defined or described in Section 2.3.1.8 of the Contract.
- **1.2.2** Allowance Items are specific portions of the Phase 2 Work set forth in the GMP Amendment with the cost for such Work estimated in an assigned dollar amount.
- **1.2.3** Allowance Values are the dollar amounts assigned to Allowance Items.
- **1.2.4** Application for Payment is the Design-Builder's request for payment prepared and submitted in compliance with Article 8 of the Contract and Article 6 of these General Conditions of Contract.
- **1.2.5** Basis of Design Documents are those documents specifically identified in the Phase 2 Proposal and GMP Amendment as being the "Basis of Design Documents" and shall include, but not be limited to, agreed upon modifications to the Owner's Project Criteria.
- **1.2.6** Change Order is defined or described in Section 9.1 of these General Conditions of Contract.
- **1.2.7** Claim is a demand or assertion by Design-Builder for itself or for the benefit of any Subcontractor or supplier of any tier seeking an adjustment of GMP or Contract Time, or both, or any other relief with respect to the terms of the Contract Documents.
- **1.2.8** Construction Documents are the documents, consisting of drawings and specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.
- **1.2.9** Construction General Conditions Costs are defined or described in Section 7.3 of the Contract.
- **1.2.10** Construction General Conditions Work includes all work set forth in **Exhibit D** to the Contract.
- **1.2.11** Contract refers to the Progressive Design-Build Agreement between Owner and Design-Builder dated DBIA Document No. 544 (2019 Edition), as modified.
- **1.2.12** Contract Documents are as defined in Article 3 of the Contract.
- **1.2.13** Contract Price is defined or described in Section 2.3.1.1 of the Contract.
- **1.2.14** Contract Time(s) are the dates for Substantial Completion, Acceptance and Final Completion set forth in, or calculable from, Article 6 of the Contract.

- 1.2.15 Cost of the Phase 2 Work is defined or described in Section 7.5 of the Contract.
- **1.2.16** Day or Days shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- **1.2.17** *Design-Build Team* is comprised of the Design-Builder, the Design Consultant (Architect and/or Engineer of Record), and Key Subcontractors (Key Firms) identified by the Design-Builder in its proposal in response to the Owner's Request for Proposals. The Key Firms are identified in Section 10.4 of the Contract.
- 1.2.18 Design-Builder is
- 1.2.19 Design-Builder's Contingency is defined or described in Section 7.6.2 of the Contract.
- **1.2.20** Design-Build Fee is defined or described in Section 7.4 of the Contract.
- 1.2.21 Design Builder's Representative is defined or described in Section 10.2.2 of the Contract.
- **1.2.22** Design Builder's Senior Representative is defined or described in Section 10.2.1 of the Contract.
- **1.2.23** Design Consultant er (Architect and/or Engineer of Record) is a qualified, licensed design professional or employed or retained to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents. The Architect or Engineer of Record shall be a professional architect or engineer licensed in the state of Washington.
- **1.2.24** *Differing Site Conditions* are defined or described in Section 4.2.1 of these General Conditions of Contract.
- **1.2.25** Electronic Data is defined or described in Section 12.1.1 of these General Conditions of Contract.
- **1.2.26** *Final Application for Payment* is defined or described in Section 6.7 of these General Conditions of Contract and 8.4 of the Contract.
- **1.2.27** *Final Completion* is the date on which all Work, except for warranties, is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list and the submission of all documents s6.7.2 of these General Conditions of Contract.
- **1.2.28** Force Majeure Events are those unanticipated events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes (but not labor disputes involving Design-Builder), earthquakes, pandemics, epidemics, abnormal adverse weather conditions not reasonably anticipated, and other acts of God. Force Majeure Events shall not include known events or conditions (and associated Legal Requirements) in existence at the time of execution of the GMP Amendment.
- **1.2.29** General Conditions of Contract refer to this Document.
- **1.2.30** GMP or Guaranteed Maximum Price is defined or described in Section 7.6 of the Contract
- 1.2.31 GMP Amendment is an amendment to the Contract contingent upon Owner's approval of

the Phase 2 Proposal as defined or described in Section 2.3.2.3 of the Contract.

- **1.2.32** Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- **1.2.33** Legal Requirements are all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- **1.2.34** *Notice to Proceed* is a formal written notice from Owner to Design-Builder instructing it to commence with all or some portion of the Work.
- **1.2.35** Open-Book means that all costs and expenses of any kind chargeable to Owner shall be open and transparent to Owner. Owner has the right, directly or through agents or representatives of its choosing, to access and audit all information used or obtained by Design-Builder in formulating the price in Article 7 of the Contract. Any adjustment to price throughout the Project shall be made on an Open-Book basis as well. Open-Book pricing and payment procedures will not apply to a Lump Sum payment structure.
- **1.2.36** *Owner* is the City of Snoqualmie.
- **1.2.37** Owner's Project Criteria will be developed by Design-Builder in coordination with Owner as part of the Phase 1 Work, and will describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements. The Owner's Project Criteria will be set forth in **Exhibit B** to the Contract.
- **1.2.38** Owner's Representative is defined or described in Section 10.1.2 of the Contract.
- 1.2.39 Owner's Senior Representative is defined or described in Section 10.1.1 of the Contract.
- **1.2.40** Pass-Through Costs is defined or described in Section 7.5.3 of the Contract.
- **1.2.41** Phase 1 Work is that portion of the Work defined and described in the Phase 1 Scope of Services and includes but is not limited to pre-design and programming, to develop the Owner's Project Criteria, and development of the design to a 40-60 percent design level as mutually agreed, such that a Guaranteed Maximum Price (GMP) for the Phase 2 Scope can be developed by the Design-Builder.
- 1.2.42 Phase 1 Scope of Services is the document attached to the Contract as Exhibit C.
- **1.2.43** Phase 2 Work is that portion of the Work defined and described in the GMP Amendment and includes but is not limited to the completion of design, obtaining all required permits, subcontractor bidding, procurement of all materials and equipment for the Project, the performance of construction services for the Project, development of various documents associated with Phase 2, commissioning of building systems, training of Owner's operations staff, all tasks related to obtaining final approval and occupancy permit from the authorities having jurisdiction and the provision of warranty services.
- 1.2.44 Phase 2 Proposal is defined and described in Section 2.3 of the Contract.

- **1.2.45** *Project* is the City of Snoqualmie Community Center Expansion Project and all Work associated therewith.
- **1.2.46** Reference Documents are those documents itemized in **Exhibit A**.
- **1.2.47** Safety Representative is defined and described in Section 2.8.1 of these General Conditions of Contract.
- **1.2.48** *Scheduled Substantial Completion Date* is the date set forth in the Contract at Section 6.2.1 and is subject to adjustment in accordance with these General Conditions of Contract.
- **1.2.49** Site is the land or premises on which the Project is located.
- **1.2.50** Subcontractor is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.
- **1.2.51** Sub-Subcontractor is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.
- 1.2.52 Substantial Completion or Substantially Complete means the Work, or a designated portion thereof approved by the Owner, except for agreed incidental corrective or punch list items, is sufficiently complete in accordance with the Contract Documents such that Owner can occupy and use the Project or a portion thereof for its intended purposes, and Design-Builder has provided all documentation and other information as is required by Section 6.6 of these General Conditions. The Work is not Substantially Complete unless the Owner can: reasonably judge that the Work can achieve Final Completion within sixty (60) days (or such other period of time as is specified in the Design-Build Documents); appropriate cleaning has occurred; all designated systems and portions thereof are usable, including the HVAC system; utilities are connected and operating normally; Owner training sessions have begun; all required permits and approvals have been issued by the authorities having jurisdiction; O&M manuals have been submitted for review; and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may take beneficial occupancy of the Work or a designated portion thereof does not indicate that the Work is acceptable in whole or in part.
- **1.2.53** Work is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring, and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.
- **1.2.54** Construction Change Directive is defined and described in Section 9.2 of these General Conditions of Contract.
- **1.2.55** Work Product is defined and described in Section 5.1 of the Contract.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and Owner's Representative and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be

vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder. Design-Builder shall be lawfully licensed, bonded, and insured in the jurisdiction where the Project is located. The Design-Builder shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Design-Builder is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner.

- **2.1.2** Design-Builder shall provide Owner Owner's Representative and with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Contract; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work, within the GMP, for the Contract Price and within the Contract Time(s).
- **2.1.3** Pursuant to Section 2.3.1.4 of the Contract, Design-Builder shall prepare and submit a schedule for the execution of the Phase 2 Work for Owner's review and response (Project Schedule). The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- **2.1.4** The parties will meet within seven (7) days after execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the (i) the care and skill necessary to comply with the requirements of this Contract and (ii) care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project, whichever is greater. Notwithstanding the preceding sentence, if the Owner's Project Criteria contains specific performance standards for any aspect of the Work, the design professional services shall be performed to achieve such standards.

2.4 Design Development Services.

- Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1 hereof and Section 2.1.1 of the Contract. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3 hereof, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.
- **2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.
- **2.4.3** Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.
- **2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity or authority having jurisdiction over the Project.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary

utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

- **2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- **2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed in the state of Washington and qualified to perform the Work consistent with the Contract Documents. Owner approves Subcontractors identified in Section 10.3 of the Contract as Key Firms and Key Personnel. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.
 - 2.7.3.1 The Design-Builder shall include the language of this sub-paragraph in each of its first tier subcontracts, and shall require each of its Subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of Owner, Design-Builder shall promptly provide documentation to Owner demonstrating that the Subcontractor meets the subcontractor responsibility criteria below. The requirements of this subsection apply to all subcontractors regardless of tier. At the time of subcontract execution, Design-Builder shall verify that each of its first tier Subcontractors meets the following bidder responsibility criteria:
 - Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b) Have a current Washington Unified Business Identifier (UBI) number;
 - c) If applicable, have:
 - Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 - vi. Receipt of training on the requirements related to public works and prevailing wages under Chapters 39.04 and 39.12 RCW to a person or persons designate by Bidder. This training must be provided by the Department of Labor and Industries (L&I) or by a training provider whose curriculum is approved by L&I. L&I, in consultation with the prevailing wage advisory committee, will determine the length of this training. Bidders that have completed three or more public works projects and have had a valid business license in

- Washington for three or more years are exempt from the training requirement stated in this subparagraph.
- d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- **2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- **2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- **2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.
- 2.7.7 Prevailing Wage Requirements. The Design-Builder and each Subcontractor engaged in the Work shall pay all workers, laborers, or mechanics employed in the performance of any part of the Work an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries. It is the Design-Builder's responsibility to determine the appropriate classifications and verify the applicable prevailing wage rates in effect at the time the proposal submittal is due. A worker, laborer, or mechanic whose type of work is not covered by any of the prevailing wage classifications and rates established by the Department of Labor and Industries shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed, or as determined by the Industrial Statistician of the Washington Department of Labor and Industries.

The hourly minimum rates for wages and fringe benefits can be obtained at the following URL:

http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

Printed copies of the current prevailing wage rates are available for viewing at ______. Owner will mail a hard copy of the prevailing wage rates upon written request received within seven days of the Proposal Submittal Date.

- **2.7.7.1 State wages**: In accordance with RCW 39.12.020, the Design-Builder shall post on the Project site a copy of the approved Statements of Intent to Pay Prevailing Wages for the Design-Builder and every subcontractor of any tier. In addition, the Design-Builder shall post contact information for the Department of Labor and Industries regarding where a complaint about prevailing wages may be filed.
- **2.7.7.2** Owner does not guarantee that labor can be procured for the minimum wages provided for in the applicable prevailing wages. The prevailing rates of wages listed are a minimum only, below which Design-Builder cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed. Design-Builder shall

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ascertain the wages above the minimum set forth that may have to be paid.

- 2.7.7.3 Before commencing the Work, Design-Builder and all Subcontractors, regardless of tier, shall file with the Owner a "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor and Industries certifying the rate of hourly wage to be paid each classification of worker, laborer, or mechanic to be employed upon the Work by the Design-Builder and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate. Before any payment is made by the Owner of any sums due under this contract, the Owner must receive from the Design-Builder and any Subcontractor, regardless of tier, a copy of the approved "Statement of Intent to Pay Prevailing Wages." Also following the Final Acceptance of the project, the Owner must receive from the Design-Builder and each Subcontractor, regardless of tier, a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor and Industries. The Design-Builder and each Subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. These affidavits will be required before any funds retained, according to the provisions of RCW 60.28.011, are released to the Design-Builder.
- **2.7.7.4** Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

2.8 Design-Builder's Responsibility for Project Safety.

- 2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. (Note that the Safety Representative stated herein and the Safety Manager stated in Article 10.3 of the Contract are separate roles.) Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.
- **2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
- **2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

- **2.8.4** The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work, including observance of drug testing and all smoking, tobacco, drug, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel at the Owner's property and at the Project Site. No change to the GMP or Contract Time, the Design-Builder shall remove from the Work and Work Site any employee or other person pursuant to this Section 2.8.4. Failure to comply with these requirements is grounds for immediate termination of the Contract for Cause.
- **2.8.5** The Design-Builder shall comply with the pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Ch. 296-155 WAC, "Safety Standards for Construction Work."
- **2.8.6** Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-307-560 et seq., the Design-Builder shall provide the Owner copies of and have available at the Project Site a workplace survey and material safety data sheets for all "hazardous" chemicals under the control or use of Design-Builder or any Subcontractor of any tier at the Project Site.
- **2.8.7** A Site-specific Covid-19 safety plan is required. The Design-Builder shall prepare and implement a Site-specific Covid-19 safety plan, which complies with applicable construction job site requirements as established by the state of Washington's Phased Business Activity Guidelines. The Covid-19 safety plan must be available at the job site and readily available upon request for inspection by state and local authorities. The Design-Builder shall designate a supervisor in its Site-specific Covid-19 safety plan. The Design-Builder shall fully implement the safety plan and provide regular status updates relative to compliance at each progress meeting.

2.9 Warranties and Guaranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, are considered defective. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Nonconforming Work.

- **2.10.1** The Design-Builder shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Final Acceptance and whether or not fabricated, installed or completed. All costs related to the correcting of such rejected Work, including additional testing, shall be at the Design-Builder's expense. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, whether discovered during construction or within a period of one year from the date of Final Completion or within such longer period to the extent required by any specific warranty included in the Contract Documents. This includes that part of the Work subject to Section 2.9 herein.
- **2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps

within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own or other contracted forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.11 Non-Discrimination.

- **2.11.1** Design-Builder shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Design-Builder shall not participate either directly or indirectly in such discrimination, including discrimination in employment practices. In the event of Design-Builder's noncompliance with the nondiscrimination provisions of the Contract Documents, Owner shall impose such sanctions as it, or the Owner's funding agencies, may determine to be appropriate, including, but not limited to: (a) withholding of payments to Design-Builder until Design-Builder complies, and (b) termination or suspension of the Contract, in whole or in part.
- **2.11.2** Design-Builder shall actively and in good faith provide opportunities for underutilized firms as Design Consultants, Subcontractors and suppliers in the performance of the Phase 1 & Phase 2 Services. Design-Builder shall consider granting contracts to Underutilized Firms on the basis of substantially equal proposals in the light most favorable to the Underutilized Firm. Design-Builder shall implement an Outreach and Inclusion Plan, reviewed and approved by the Owner prior to the execution of this Contract, that outlines the proactive strategies, resource commitments, and specific steps Design-Builder will take to effectively reach out to Underutilized Firms for the performance of the Phase 2 Services. As requested by Owner, Design-Builder shall furnish evidence of its compliance with these requirements. As used in this section, Underutilized Firms shall include the following business types at the aspiration goals identified: minority business enterprises (MBEs) (10%), women business enterprises (WBEs) (6%), small business enterprises (SBEs) (5%) and Local Businesses (25%). The percentages identified are based on the Design-Build Contract total value. The terms MBE, WBE, and SBE are any such business that have been so certified by the State of Washington. The term Local Business shall be defined as a business having headquarters in King County, Washington.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

- **3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations, and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.
- **3.1.2** Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the Project Schedule.
- **3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

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3.2 Furnishing of Services and Information.

- **3.2.1. Reference Documents**. Owner has provided Design-Builder with access to the reference documents (the "Reference Documents") listed in **Exhibit A** to the Contract. Owner provides such Reference Documents to Design-Builder for information only. Design-Builder understands and agrees that Owner shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost or cause of action whatsoever suffered by Design-Builder by reason of any use of any information contained in the Reference Documents or any action or forbearance in reliance thereon. Design-Builder further acknowledges and agrees that (a) if and to the extent Design-Builder or anyone on Design-Builder's behalf uses any of the information in the Reference Documents in any way, such use is made on the basis that Design-Builder, not Owner, has approved and is responsible for such information, and (b) Design-Builder is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement such information, and that any use of such information is entirely at Design Builder's own risk and at its own discretion.
- **3.2.2** Except as otherwise provided in the Contract Documents, Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Reserved.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions, or defects in the performance of the Work. Provided, however, that the failure of Owner's Representative to provide such notice shall not relieve Design-Builder from the obligation to perform the Work and deliver the Project in a manner consistent with its obligations under the Contract Documents. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees for the Project.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

- **4.1.1** Design-Builder is generally responsible for testing and inspection necessary to identify the existence of any Hazardous Conditions on the Site, and to take all necessary measures required to ensure that the Hazard Conditions are remediated or rendered harmless consistent with applicable Legal Requirements. Such necessary measures may include Design-Builder retaining qualified independent experts.
- **4.1.2** If Design-Builder encounters Hazardous Conditions during the course of its performance of the Work, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.
- **4.1.3** Design-Builder shall be entitled to resume Work at the affected area of the Project only after it certifies in writing that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.
- **4.1.4** Design-Builder will be entitled, in accordance with these General Conditions, to an adjustment in the GMP and/or Contract Time(s) only to the extent that (1) Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions; (2) Design-Builder could not have reasonably identified such Hazardous Conditions in the course of its performance of its testing and inspection obligations under this Agreement including Section 4.1.1 herein; and (3) Design-Builder establishes an adverse impact to the critical path caused by the presence of such Hazardous Conditions. If Design-Builder seeks to have the GMP or the Contract Time, or both, adjusted due to any Hazardous Conditions, Design-Builder shall comply with the provisions of Section 9.1.3 of these General Conditions (Design-Builder Change Order Proposal) in addition to the requirements of this Article 4. If Design-Builder has complied with this Article 4 and Section 9.1.3 of these General Conditions and Owner and Design-Builder cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in GMP or Contract Time, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Design-Builder, the Design-Builder may make a Claim therefor as provided in Article 10.
- **4.1.5** Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors, or anyone for whose acts they may be liable or responsible. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.
- **4.1.6** Design Builder shall not use or otherwise incorporate any asbestos-containing materials or products in the Work. At the time of final acceptance, Design-Builder shall submit a letter to the Owner that no asbestos-containing materials or products have been installed in the building in violation of this contractual provision and applicable laws.

4.1.7 Training and Reporting

4.1.7.1 All workers onsite who are involved in demolition, construction, installation or excavation activities must have current Asbestos Awareness Training, as required by

WAC 296-62-07722(6).

4.1.7.2 Prior to bringing onsite any chemicals listed in 6 CFR part 27, Appendix A, the Design-Builder shall submit for itself and for all Subcontractors a completed "Contractor Declaration and Reporting Form for Department of Homeland Security – Chemicals of Interest."

4.1.8 General Requirements When Design-Builder Performs Hazardous Conditions Abatement

- **4.1.8.1** SUPERVISORY AUTHORITY: Design-Builder assumes all responsibilities and shall perform all required work under applicable regulations related to their supervisory authority over Subcontractors and personnel performing work related to hazardous materials.
- **4.1.8.2** ACCESS RESTRICTIONS: Work described in the Contract Documents includes restriction of access to work areas during hazardous materials activities. Access to various work areas by the general public, Subcontractors, and other individuals will not be possible during certain hazardous materials work sequences, as specified in the Contract Documents. Design-Builder shall coordinate the Work to facilitate access by Subcontractors while enforcing work area restrictions, and shall minimize disruption to building occupants and services.
- **4.1.8.3** WORKING HOURS: No hazardous materials work shall occur when building users have access to work areas. Schedule all hazardous materials work to occur in accordance with schedule requirements outlined elsewhere in the Contract Documents, and when work areas have been vacated by building users.
- **4.1.8.4** EMERGENCY CONTACTS: Designated qualified representatives of the Contractor and specific hazardous materials Subcontractors are to be available on a 24-hour emergency basis for the duration of the Work. Provide contact information to the Owner's Representative for inclusion in the Project emergency contact list.
- **4.1.8.5** GENERAL HAZARDOUS MATERIALS SUBMITTALS: Design-Builder shall review the scope of work and submittal requirements outlined in the Contract Documents. Design-Builder shall submit, and require all subcontractors performing the work of handling or disposing of any hazardous materials to submit, pertinent information required by the Contract Documents. Examples of work and impact may include abatement, demolition, saw cutting, roto-hammering, welding, sanding, drilling, scraping or other remodeling and metals-related impact, impact of asbestos-containing joint compound or other material with <1% asbestos, PCB ballast removal or light tube removal and disposal.
- **4.1.8.6** REGULATIONS, LAWS and ORDINANCES: Design-Builder shall comply with all applicable regulations, laws and ordinances concerning the impact, removal, handling, storage, disposal, monitoring and protection against exposure or environmental pollution related to hazardous or regulated materials and conditions. Impacts to hazardous or regulated materials that may be required by the Work may include, but are not limited to: manual demolition, mechanical demolition, cutting, sawing, drilling, sanding, scraping, welding, power-washing or torch-cutting. Confirm required impacts with other applicable specification sections and drawing sheets. Design-Builder shall furnish all labor, materials, equipment, services and insurance that is specified, shown, or reasonably implied for the removal and handling of hazardous materials as part of the Work.

4.2 Differing Site Conditions.

4.2.1 Differing Site Condition. If Design Builder encounters conditions at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (collectively, a "Differing Site Condition"), then Design Builder shall give written notice to Owner within 24 hours after becoming aware of or having encountered such condition. Design-Builder shall not further disturb the Differing Site Condition or perform any Work in connection therewith (except for an emergency) until receipt of written order to do so. After receipt of such written notice, Owner will promptly review the pertinent condition.

4.2.2 Possible GMP and Contract Time Adjustments

- **4.2.2.1** If Design-Builder seeks to have the GMP or the Contract Time, or both, adjusted due to the existence of a Differing Site Condition, Design-Builder shall comply with the provisions of Article 9 in addition to the requirements of this Section 4.2.
- **4.2.2.2** Design-Builder shall not be entitled to any adjustment in the Contract Price or Contract Time if:
 - a) Design-Builder knew or should have reasonably known of the existence of such conditions at the time Design-Builder and Owner negotiated this Contract; or
 - b) Design-Builder failed to give the written notice as required by Section 4.2 and/or comply with Article 9.
- **4.2.2.3** If Design-Builder knows or should have known of a Differing Site Condition during Phase 1 of the Project, but fails to mitigate by taking the Differing Site Condition into account in its design, the adjustment to the GMP or Contract Time will be limited to the adjustment, if any, that Design-Builder would have been entitled to if Design-Builder had not so failed to mitigate.
- **4.2.2.4** If Design-Builder complies with the provisions of Article 9 and this Section 4.2 and Owner and Design-Builder are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the GMP or Contract Time, or both, a Claim may be made by Design-Builder as provided in Article 10.

Article 5

Insurance and Bonds

- **5.1 Insurance.** The Design-Builder shall provide insurance consistent with and in accordance with the requirements of Article 11 of the Contract.
- **5.2 Bonds.** The Design-Builder shall provide performance and payment bonds consistent with and in accordance with the requirements of Article 11 of the Contract.

Article 6

Payment

6.1 Schedule of Values.

- **6.1.1** The Design-Builder shall submit a Schedule of Values at least 15 days prior to submitting their first Application for Payment for Phase 2 Work. The Schedule of Values shall reasonably allocate the Contract Sum among the various portions of the Work; be complete; be organized to include detailed breakdown of each major unit of the Work; be organized to correspond to Design-Builder's schedule; break down the Contract Sum showing the value assigned to each part of the Work; break down costs into separate values for labor and materials; be so organized as to facilitate assessment of work and payment of Subcontractors; and be balanced. To the greatest extent possible, the breakdown shall use the same tasks or units as the Design-Builder's CPM schedule. Design-Builder shall provide documentation substantiating the cost allocation if asked by the Owner. Upon acceptance of the Schedule of Values by the Owner, it shall be used as a basis for all requests for payment. In addition to the items above, the Schedule of Values shall include line items for the following:
 - .1 Total of mobilization costs, Design-Build Contractor and Subcontractors, shall be a maximum of one-half of one percent (0.5%) of the GMP.
 - .2 Payment applicable to the expenses of Design-Builder's contractually required bond and builder's risk insurance will be invoiced 100% and paid in full in the first payment application after the certificates, policies, and bonds have been provided to the Owner.
 - .3 No payment will be made for shop drawings or submittals until on-site receipt of materials, except for structural steel, fire sprinkler, automatic temperature control, and fire alarm shop drawings.
 - .4 The schedule of values shall allocate at least one-half of one percent (0.5%) of the GMP to Commissioning of Operational Systems, as defined in the Design-Build Documents.
 - .5 The schedule of values shall allocate at least one-half of one percent (0.5%) of the GMP for completion of punchlist items.
 - .6 The schedule of values shall allocate at least one-quarter of one percent (0.25%) of the GMP for completion of approved operations and maintenance data and the delivery of warranties.
 - .7 The schedule of values shall allocate at least one-quarter of one percent (0.25%) of the GMP for completion of record drawings, delivery of extra stock, and all other documentation or items of the Work required for Final Completion of the entire Project.
 - .8 None of the percentages in this Section 9.2.1 are the statutory retainage described in Section 9.3.4 or any other retainage from amounts earned, but rather this allocation requires the Design-Builder to recognize that the Design-Builder and its Subcontractors will expend significant costs in advancing the line item of the Work from Substantial Completion to Final Completion. These amounts are not earned until Final Completion is accomplished, respectively, for a line item or the Work as a whole. At its sole discretion, the Owner may release portions of this amount progressively as items are completed.
 - .9 Separately itemize line item costs (or percentages when applicable) for permits, bonds, and insurance.

6.1.2 The Owner will timely review and approve the Schedule of Values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Payments.

Owner shall make payments for Phase 1 and Phase 2 Services in accordance with Section 8 of the Contract.

6.3 Withholding of Payments.

- **6.3.1** On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due, less statutory retainage. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment because of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.
- **6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

6.4 Reserved.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants, Subcontractors and Suppliers, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

- **6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice (and all required documents and information), Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion. Design-Builder's notice shall include the following documents and information:
 - 6.6.1.1 An affidavit certifying that there are no claims, obligations or liens outstanding or

unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work through the date of the notice which will in any way affect Owner's interests;

- **6.6.1.2** All operating manuals, warranties, record documents and other deliverables required by the Contract Documents;
- **6.6.1.3** A signed and stamped set of all calculations supporting the design of the Project;
- **6.6.1.4** Design-Builder's punchlist of items to be completed or corrected and a written request for the Owner to make an inspection.
- **6.6.1.5** Documentation to show or statement confirming that final start-up and testing on all building systems has been completed has been completed and that instruction and training sessions on those systems has begun.
- **6.6.1.6** Documentation to show that applicable occupancy permits, including fire/life safety systems and health department approval, elevator permits, and similar approvals or certificates by governing authorities and franchised services, assuring the Owner's full access and use of completed Work.
- **6.6.1.7** Documentation to show or statement to confirm that final changeover of locks has been completed and that new keys have been transmitted to the Owner, and advising the Owner of the changeover in security provisions.
- **6.6.1.8** Documentation to show or statement to confirm that temporary facilities and services have been either discontinued, changed over to the Owner or removed from the Project site as required for the facility to be utilized for its intended purpose.
- **6.6.1.9** Notice advising the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
- **6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, and subject to the Retainage requirements of RCW 60.28 and Section 8.3 of the Contract.
- **6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

- **6.7.1** After receipt of a Final Application for Payment from Design-Builder, together with all information required by Section 6.7.2 below, Owner shall make final payment by the time required in the Contract if Design-Builder has achieved Final Completion.
- **6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

- **6.7.2.1** An affidavit certifying that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;
- **6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;
- **6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;
- **6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and
- **6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Reserved.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

- **7.1.1** Design-Builder shall defend, with counsel reasonably acceptable to Owner, any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses incurred by or awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.
- **7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.
- **7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process

or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after Acceptance. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

- **7.3.1** Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.
- 7.4 Design-Builder's General Indemnification. Design-Builder shall defend, indemnify and hold the Owner, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Owner.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Design-Builder and the Owner, its officers, officials, employees, and volunteers, the Design-Builder's liability hereunder shall be only to the extent of the Design-Builder's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Design-Builder's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 6 of the Contract. By executing the Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

8.2 Delays to the Work.

- **8.2.1** If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of Design-Builder. By way of example, events that may entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. Design-Builder shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise. In no event, however, shall the Design-Builder be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Project schedule, so as to actually delay the Project completion beyond the date of Substantial Completion or (2) delay transforming an activity into the critical path of the Project schedule, so as to actually delay the Project beyond the date of Substantial Completion.
- **8.2.2** Design-Builder is not entitled to a change in Contract Time unless the progress of the Work on the critical path is delayed and Substantial Completion of the Work within Contract Time is delayed. A Request for a Change Order that includes a request for an adjustment in the Contract Time shall be delivered to Owner in accordance with Article 9 herein and, in addition to any requirements in Article 9, shall:
 - a. Include a clear explanation of how the event or conditions specifically impacted the critical path and overall construction schedule and the amount of the adjustment in Contract Time requested.
 - b. Demonstrate that the delay could not have been avoided by re-sequencing of the Work or other reasonable alternatives.
 - c. Be limited to the change in the critical path of a construction schedule, and any updates, attributable to the event or conditions which caused the request for adjustment.
- **8.3** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder may also be entitled to an appropriate adjustment of the GMP; except that the GMP shall not be adjusted for Force Majeure Events.
 - **8.3.1** If the delay was not caused by the Owner, the Design-Builder, a Subcontractor of any tier, or the Engineer, or anyone acting on behalf of any of them, the Design-Builder is entitled only to an increase in the Contract Time in accordance with the Design-Build Documents but not an increase in the GMP. If the delay was caused by the Design-Builder, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Design-Builder is not entitled to an increase in the Contract Time or in the GMP. The Design-Builder shall be entitled to a change in the GMP only if the delay was caused by the Owner or anyone acting on behalf of it. The Design-Builder shall not recover damages, an equitable adjustment or an increase in the GMP or Contract Time from the Owner where the Design-Builder could have reasonably avoided the delay by the exercise of due diligence. The Design-Builder shall be able to recover an increase in the GMP, provided it is consistent with the terms of the Design-Build Documents, only if the delay was in the critical path, could not have reasonably been avoided, delays the critical

path for at least one working day, and was caused by the Owner or anyone acting on its behalf as permitted under the Design-Build Documents. The Owner is not obligated directly or indirectly for damages, an equitable adjustment, or an increase in the GMP for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.

- **8.3.2** In the event the Design-Builder is held to be entitled to an increase in the GMP, it is agreed that the total combined damages awardable against the Owner for each day of delay shall be limited to the original Design-Builder's general conditions costs divided by the total number of days of Contract Time. For any impact and delay costs to Subcontractors for which the Owner is responsible under the Design-Build Documents, damages awardable against the Owner shall be limited to the Subcontractor's project management, superintendence and administrative staff located and working directly at the Project site and only for the extended duration that such staff are required to work beyond the original required date of Substantial Completion and ending no later than the date at which Substantial Completion is achieved, with no Subcontractor Fee or overhead added to such costs. By submitting its proposal and by signing the GMP Amendment, the Design-Builder represents that it would be difficult if not impossible to determine the amount of any delay damages due it, that it has taken this provision for liquidated damages into consideration in its bid, and that these liquidated damages are a reasonable estimate of its loss. No damages will be allowed for any time prior to seven (7) days before receipt of written notice of the Claim of the delay pursuant to Article 4.
- **8.3.3** The Design-Builder shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, schedule compression; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or expanded overhead or general conditions; profit upon damages for delay; impact damages; cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Design-Builder or its Subcontractors of any tier is fully compensated through the percentage Fee on Change Orders paid and any delay damages paid hereunder.
- **8.3.4** The Design-Builder shall not be entitled to any adjustment in the Contract Time or the GMP, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time not on the critical path or time between the Design-Builder's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Design-Builder's Construction Schedule.

Article 9

Changes to the GMP and Contract Time

9.1 Authorized Changes in the Work

- **9.1.1 General.** After execution of the Contract, Changes in the Work are effective solely by Change Order or Construction Change Directive.
- **9.1.2 Change Order.** A Change Order is a written instrument issued after execution of the Contract signed by Owner and Design-Builder, stating their agreement upon all of the following:
 - 9.1.2.1 The scope of the change in the Work;
 - **9.1.2.2** The amount of the adjustment to the GMP, if any; and

9.1.2.3 The extent of the adjustment to the Contract Time(s), if any.

A Change Order shall constitute full payment and final settlement of all Claims for Contract Time adjustment and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either recovered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment

- **9.1.3 Design-Builder Change Order Proposal.** Change Order requests may be initiated by Design-Builder in accordance with this subsection 9.1.3.
 - **9.1.3.1** If Design-Builder believes that it is entitled to relief for any event or condition arising out of or related to the Work or Project, Design-Builder shall provide to Owner a written Notice of Intent to Submit a Change Order Proposal no later than seven days after the event or condition giving rise to the claim for relief.
 - 9.1.3.2 Unless the Owner's Representative issues written notice authorizing Design-Builder additional time to submit the Change Order Proposal, Design-Builder shall provide a written Change Order Proposal to the Owner's Representative no later than 21 days after delivery of the Notice of Intent to Submit a Change Order Proposal. The Change Order Proposal must include (a) specific dollar amount of the requested change to GMP, covering all costs associated with the requested Change Order; (b) specific request for change in Contract Time (number of days); and (c) all documentation supporting the Request for a Change Order, including but not limited to all cost records, schedule analysis, and the documents identified in the Contract Documents, that are in any way relevant to the Design-Builder's Change Order Proposal.
 - **9.1.3.3** Pending resolution of Design-Builder's Request for a Change Order, Design-Builder shall continue to perform all Work including, at the written request of the Owner, the work associated with the pending Change Order Proposal.
 - **9.1.3.4** A Change Order Proposal that is not accepted by Owner within 30 days after receipt by Owner is deemed denied.
 - 9.1.3.5 If Design-Builder disagrees with denial of a Change Order Proposal, the Design-Builder's sole remedy shall be to file a fully documented Claim in accordance with Article 10 within 30 days after Design-Builder's receipt of the denial or within thirty (30) days after the denial is deemed to have occurred under Section 9.1.3.4 above.
- **9.1.4 Unilateral Change Order.** Owner may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to sureties. If any such Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Work, Owner may make an adjustment in the GMP, Contract Time, or both, in accordance with the Contract Documents. If Design-Builder disagrees with the adjustment to the GMP or Contract Time as indicated in a Unilateral Change Order, Design-Builder's only remedy shall be to file a fully documented Claim in accordance with Article 10. Regardless of any such disagreement, the Design-Builder is required to continue with performance of all Work, including work associated with the Unilateral Change Order.
- **9.1.5** Owner Change Order Proposal. Change requests may be initiated by Owner through a Change Order Proposal submitted to Design-Builder. Such a request is for information and pricing only, and is not an instruction to execute changes or to stop work in progress, unless

issued as a Construction Change Directive. Upon receipt of the Owner Change Order Proposal, the Design-Builder shall promptly submit its proposed costs and pricing. If Owner and Design-Builder agree to the terms of the cost and pricing for the proposed change, they shall execute a mutually acceptable Change Order to authorize the change.

9.2 Construction Change Directives.

- **9.2.1** A Construction Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).
- **9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Construction Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the GMP and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 GMP Adjustments.

- **9.4.1** For the Design-Builder, the value of any changed Work or of any Claim for an increase or decrease in the GMP or Contract Sum shall be limited to the Cost of the Work and the Fee and markups set forth in the Agreement. For Subcontractors of any tier, the total cost of any changed Work or of any other increase or decrease in the GMP or Contract Sum, including a Claim, shall be established based on lump sum quotations whenever possible. If the parties are unable to agree upon such lump sum costs, then such reimbursable costs shall be limited to the following components:
 - **9.4.1.1** Direct labor costs: These are the actual labor costs determined by the number of additional craft hours and the hourly costs necessary for the Subcontractor to perform the Change in the Work. The hourly cost shall be based upon the following:
 - .1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Subcontractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Subcontractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Subcontractors shall provide to the Owner copies of payroll records, including certified payroll statements upon the Owner's request.
 - .2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.

- .3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
- **9.4.1.2 Direct material costs:** This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the Change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.
- 9.4.1.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work is used solely on the change at the site times the applicable rental cost as established in Exhibit __ and if not established therein, then by the lower of the local prevailing rate published in The Rental Rate Blue Book by EquipmentWatch, Atlanta, Georgia, as modified by the latest edition of the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site. If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the change are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for providing all oil, lubrication, repairs, maintenance, and insurance. No gas surcharges shall be charged to Owner unless charged to Design-Builder by the vendor. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for longer than one (1) week) on the changed Work shall be fifty percent (50%) of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.
- **9.4.1.4 Costs of Lower-Tier Subcontractors:** These are payments a Subcontractor makes to lower-tier Subcontractors for changed Work performed by such lower-tier Subcontractors. Such Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 9.4.
- **9.4.1.5 Subcontractor's Fee:** This is the percentage amount for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineer, other engineers (except design engineers), estimator, and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, layout and control, quality control/assurance, purchasing, small or hand tool (a tool that costs \$500 or less and is normally provided by the performing contractor) or expendable charges, preparation of as-built drawings, impact on unchanged Work, Claim and Change preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No Fee shall be due, however, for direct settlements of Subcontractor claims by the Owner after Substantial Completion. The Fee shall be limited in all cases to the following schedule:

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- .1 A Subcontractor of any tier shall receive 12% of the cost of any materials supplied or work properly performed by that Subcontractor's own forces.
- .2 A Subcontractor of any tier shall receive 8% of the amount owed (less fee) directly to a lower-tier Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.
- .3 A Subcontractor of any tier shall receive no more than 5% of any amounts owed (less fee) to any remote, sub-tier subcontractors which are within the lines of contractual responsibility but not in privity of contract with such Subcontractor, for work performed by that remote, sub-tier subcontractor.
- .4 The cost to which this Fee is to be applied shall be determined in accordance with Sections GC-7.6.1 through GC-7.6.4. None of the fee percentages authorized in this Section GC-7.6.5 may be compounded with any other fee percentage or percentages authorized in this paragraph.
- .5 The total summed Fee of the first-tier Subcontractor and all lower-tier Subcontractors shall not exceed 25%. If the Fee would otherwise exceed 25%, the Design-Builder shall proportionately reduce the Fee percentage for the Design-Builder and all Subcontractors except for the Subcontractor supplying material or performing work with its own forces. None of the fee in this Section **9.4.1.5** may be compounded with any other fee percentage or percentages authorized in this Section.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. The parties acknowledge that the fees listed in this Section **9.4.1.5** are higher than the fees and overhead normally included in determining the Subcontractor's subcontract price; that these higher percentages are a sufficient amount to compensate the Subcontractor for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Subcontractor for some Changes compensates the Subcontractor for any Changes for which the Subcontractor believes the percentage is otherwise insufficient.

- **9.4.1.6** Cost of change in insurance or bond premium. This is added to the sum of the amounts specified in Sections **9.4.1.1** through **9.4.1.5** and is defined as:
 - .1 Subcontractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance, subject to audit, and not to exceed 1.25%) of any changes in the Subcontractor's liability insurance arising directly from the changed Work; and
 - .2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability, subject to audit, and not to exceed 1.0%) of the change in the Subcontractor's premium for any statutorily or contractually required performance and payment bond arising directly from the changed Work.

Upon request, the Subcontractor shall provide the Owner with supporting documentation from its insurer or surety of any claimed cost.

9.4.1.7 The costs reimbursable to Design-Builder and Subcontractors of any tier may not include consultant costs, attorneys' fees, or Claim preparation expenses as such matters are not recoverable from the Owner.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the GMP and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Claims and Disputes

- **10.1 Condition Precedent to Filing a Claim.** The following actions are a mandatory condition precedent to filing a Claim: (a) a Design-Builder initiated Change Order Proposal is denied by the Owner or (b) a Unilateral Change Order is issued by the Owner.
- Claim Deadline. Unless otherwise agreed to in writing by the Owner, a fully documented Claim shall be received by the Owner within thirty (30) days after the denial or deemed denial of a Design-Builder initiated Change Order Proposal, or, in the case of a Unilateral Change Order, Design-Builder's receipt of Owner's decision regarding Contract Time or GMP adjustments pursuant to the Unilateral Change Order. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Design-Builder, on behalf of itself and its Subcontractors and suppliers, of the Unilateral Change Order or the Owner's denial or deemed denial of a Design-Builder initiated Change Order Proposal. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Design-Builder initiated Change Order Proposal or Unilateral Change Order.
- **10.3 Design-Builder's Obligation to Continue Work.** Pending final decision of a Claim hereunder, the Design-Builder shall proceed diligently with the performance of the Work, including that work associated with the Claim, and maintain its progress with the Work. Failure to proceed as required herein shall constitute grounds for termination for cause under Article 11.
- **10.4 Information Required in a Fully Documented Claim.** Every Claim must be submitted by Design-Builder, in writing and clearly designated by Design-Builder as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:
 - **10.4.1** A detailed factual statement of the Claim providing all necessary details, locations, and items of Work affected;
 - **10.4.2** The date on which facts arose that gave rise to the Claim;
 - **10.4.3** The name of each person employed or associated with Design-Builder, Subcontractors, suppliers, and/or the Owner with knowledge about the event or condition which gave rise to the Claim;
 - **10.4.4** Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;
 - **10.4.5** The specific provisions of the Contract Documents on which the Claim is based;
 - **10.4.6** if an adjustment in the GMP is sought, the exact amount sought, calculated in accordance with the Contract Document and accompanied by all records supporting the Claim;

- **10.4.7** If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason Design-Builder believes an adjustment in the Contract Time should be granted; and Design-Builder's analyses of its construction schedule, any specific schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and,
- **10.4.8** A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Design-Builder's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the GMP or Contract Time for which Design-Builder believes the Owner is liable.
- 10.5 Cooperation/Claims Audit. Design-Builder shall cooperate with Owner or its designee in the evaluation of its Claim and provide all information and documentation requested by Owner or its designee. Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Design-Builder, or Subcontractors of any tier, to maintain and retain reasonably sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Design-Builder, or Subcontractors of any tier, shall constitute a waiver of that part of the Claim and shall bar any recovery on that part of the Claim.
- 10.6 Owner Evaluation of Claim. After Design-Builder has submitted a fully documented Claim that complies with Article 10, Owner shall respond, in writing, to Design-Builder within sixty (60) days from the date the fully documented Claim is received with a decision regarding the Claim. The Claim shall be deemed denied upon the 61st day following receipt of the Claim by Owner. Any Claims not fully resolved must be submitted to Dispute Resolution in accordance with Section 10.7.

10.7 Dispute Avoidance and Resolution.

- 10.7.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a Claim or other disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such Claim.
- 10.7.4 If after meeting the Senior Representatives determine that the Claim or other disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator. An officer of the Design-Builder and the Owner must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the Design-Builder's Engineer or Subcontractors of any tier, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Design-Builder mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Acceptance by the Owner. If the parties have not reached an agreement on a mediator within thirty (30) days of the request, either party may submit the unresolved claims or disputes to either JAMS, Seattle, Washington, or such other alternative dispute resolution service to which the parties mutually agree, for appointment of a single

mediator. The parties to the mediation 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.

Litigation. Any Claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.7 above shall be decided by litigation, unless the parties mutually agree in writing otherwise. All unresolved Claims of Design-Builder shall be waived and released unless Design-Builder has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion of all the Work designated in writing by Owner or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by Owner and Design-Builder. The pendency of mediation shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or 30 days after the last mediation session ended with no further sessions scheduled by the mediator. Neither the Design-Builder nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund to the extent allowable under law).

10.9 CONSEQUENTIAL DAMAGES.

- 10.9.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.9.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING. Costs and damages for which Owner shall not be liable under any circumstances include, but are not limited to: (a) borrowing or interest costs, charges, or expenses of Design-Builder; (b) alleged lost profit or overhead on any other project; and (c) Design-Builder's failure or inability to obtain other work.
- **10.9.2** The consequential damages limitation set forth in Section 10.9.1 above is not intended to affect the payment of liquidated damages which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

- **11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work.
- **11.1.2** Design-Builder is entitled to seek an adjustment of the GMP and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.
- **11.1.3** If the Design-Builder fails to correct Work that is not in conformance with the requirements of the Design-Build Documents or persistently or materially fails to carry out Work in accordance with the Design-Build Documents, the Owner may, without change to the GMP or the Contract Time, issue a written order to the Design-Builder signed personally or by an agent specifically so empowered by the Owner directing the Design-Builder to stop the Work, or any

portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity.

11.2 Owner's Right to Perform and Terminate for Cause.

- **11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.
- **11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Builder of such declaration.
- **11.2.3** Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Contract establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed under this Contract. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Contract for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of Article 9 of the Contract.

11.3 Reserved.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

- **11.4.1.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to Force Majeure Events, the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.
- **11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.
- **11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within thirty (30) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 9 of the Contract.

11.5 Bankruptcy of Design-Builder.

- **11.5.1** If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Design-Builder's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
 - **11.5.1.1** The Design-Builder, its trustee or other successor, shall furnish, upon request of the Owner, adequate assurance of the ability of the Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and
 - **11.5.1.2** The Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Design-Builder fails to comply with its foregoing obligations, the Owner shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to the Owner under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the Owner to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

- **12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.
- **12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Contract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.
- **12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 5 of the Contract. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

- 12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.
- **12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.
- **12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.
- **12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

- 13.1 Confidential Information. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project. Except for Confidential Information as defined above, all proceedings, records, contracts, and other public records relating to public works are open to the inspection of any interested person, firm or corporation in accordance with RCW 42.56, Public Records Act of the State of Washington.
- **13.2** Assignment. Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.
- **13.3 Successorship.** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors, and assigns.
- **13.4 Governing Law.** The Contract and all Contract Documents shall be governed by the laws of the State of Washington without giving effect to its conflict of law principles. Exclusive venue for any dispute arising out of this Contract shall be in King County Superior Court.
- **13.5 Severability.** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- **13.6 No Waiver.** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- **13.7 Headings.** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- **13.8 Notice.** Whenever the Contract Documents require that notice be provided to the other party, notice shall be provided consistent with Section 12.3 of the Contract.
- **13.9 Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.



July 7, 2023

City of Snoqualmie 38624 SE River Street Snoqualmie, WA 98065

Attn: Jeff Hamlin

Re: Snoqualmie Community Center Expansion Project

Dear Jeff,

Absher Construction+ALSC is pleased to offer a Phase 1 Services Proposal for the Snoqualmie Community Center Expansion Project. The narrative below describes the proposed services that are anticipated to be performed by Absher Construction+ALSC leading up to the establishment of a GMP.

Phase 1 Services

This proposal assumes that Absher Construction will provide a comprehensive set of services necessary to prepare a GMP for construction. This includes programming, schematic design and design development in addition to budgeting, scheduling, value engineering, and constructability review. The following narrative is a more detailed description of the anticipated activities associated with the Phase 1 Services Proposal for the Community Center Expansion Project:

Programming/Concept Phase

During the programming/concept phase meetings will be held with project stakeholders to develop a deep understanding of the expanded Community Center. This phase is focused on the goals, culture and vision for the expanded center. To accomplish this the team will visit the site, study program requirements, develop diagrams to test understanding and establish an initial target value budget for design guidance.

Schematic Design

This phase develops accepted concepts related to site, floor plans, and modernizations to the existing facility, pool layout, exterior and interior building character and building systems. The target value budget will be updated as well initial project durations and site utilization planning.

• Design Development

This phase will fully establish a project program and develop the design to a level that a GMP can be established for phase 2.

Project Team Meetings

We anticipate weekly or bi-weekly meetings involving at various times, and as needed, all stakeholders of the project including Owner, the architect, various consulting engineers and trade partners.

Phasing / Logistics / Safety Planning

Our team will develop a detailed site logistics plan that includes site access and utilization, hoisting approach and plan, crew parking, truck routing, and interface with the surrounding neighborhood. This will include a detailed crane study that shows crane location. We will develop a comprehensive, site specific safety plan and approach that includes all on-site activities, all personnel working on the project and activities as they apply to the construction activities.



Target Value Design Estimate, On Going Estimating

We will prepare an initial Target Value Design (TVD) budget as well as on-going real time budget updating with design progression. At the end of Design Development we will prepare a GMP based on the most current set of documents. Budgeting and Estimating will be based on detailed quantity take-off, historical costs, in-house estimated costs, partner subcontractors and the open subcontractor market place.

Constructability Review

We will review the drawings to check for interdisciplinary coordination, accuracy of detail references, dimensional accuracy, ability of the design to be built in the most cost effective manner and overall drawing error check. These activities are performed by multiple staff associated with the project.

Site Investigations and Review of Existing Conditions

It is critical that we have a thorough knowledge and understanding of the existing building, site and surrounding conditions. We will visit the site to take photos and digital scans, dimensions and review existing conditions such as streets, adjacent utilities, existing buildings, etc.

Scheduling

Led by the project Superintendent, we will develop and maintain a detailed Critical Path Method project schedule. The schedule will show all critical activities for construction work activities, material procurement, long lead items, submittals, timing for key decisions and more.

Exhibit C – Scope of Services Fee

- Exhibit C attached contains an itemized list of staff with applicable bill rates. It also includes a list of efforts we anticipate deploying during preconstruction.
- This proposal includes allowances for subconsultants to be verified with fee proposals.
- The Phase 1 Fee is divided into 3 tasks
 - o Task 1 Programming/Concept Phase = \$221,384
 - o Task 2 Schematic Design = \$592,264
 - o Task 3 Design Development = \$920,911
- This proposal does NOT include Washington State Sales Tax. WSST will be added to the billing invoice.

At this time, we are requesting authorization to proceed with Task 1 on a not-to-exceed value of \$100,000 until such time that costs have met the NTE value or a formal contract is in place for the entire value of Phase 1.

Thank you for the opportunity to present our Phase 1 Scope of Services Fee summary.

Respectfully,

Blaine Wolfe Project Executive Absher Construction

Cc: Doug Wiser Curt Gimmestad Rustin Hall

ABSHER + ALSC

updated: 7/7/2023

Snoqualmie Community Center Expansion Project

Preconstruction Services Summary

Estimated MACC/GMP/LS: \$24,900,000

Bid Date: 6-Jun-23

PRECONSTRUCTION SERVICS FEE (Washington State Sales Tax not included)

1,734,558

Pre-Con Notice to Proceed: 5-May-23

(Phase 1 Services)

% of GMP: 6.97% Average Cost per Month: \$ 219,831

Pre-Con Complete: 31-Dec-23 Pre-Construction Duration (Months): 7.89

> Site Construction NTP: TBD Site Work Complete: TBD

Vertical Construction Start: TBD

Project Substantial Completion		Phase 1 - Preconstruction & Design Services Phase 2 - Constructio											
	6/.	1/23 -	7/28/23		9/29/23		2/23 -	12/15/23	12/1	8/23 -			
Position	HRS	Task 1 - Programming / Concept Phase		HRS	Sc	Task 2 - Schematic Design Phase		Task 3 - Design Development Phase		HRS	Task 4 - Permitting, CD's & Construction		Total
VP of Operations	8	\$	1,701	8	\$	1,701	8	\$	1,701	0	\$	-	\$ 5,104
Project Executive	32	\$	5,502	50	\$	8,596	56	\$	9,628	0	\$	-	\$ 23,726
Project Manager	46	\$	6,859	58	\$	8,649	80	\$	11,929	0	\$	-	\$ 27,437
Project Super.	20	\$	3,243	40	\$	6,487	52	\$	8,433	0	\$	-	\$ 18,163
Project Engineer	28	\$	3,236	46	\$	5,317	64	\$	7,397	0	\$	-	\$ 15,950
Project Scheduler	16	\$	2,224	16	\$	2,224	16	\$	2,224	0	\$	-	\$ 6,673
VDC Technology Manager	0	\$	-	20	\$	2,846	16	\$	2,277	0	\$	-	\$ 5,122
VDC Engineer	0	\$	-	28	\$	3,127	40	\$	4,467	0	\$	-	\$ 7,594
Diversity & Inclusion Procurement Manager	2	\$	238	4	\$	475	4	\$	475	0	\$	-	\$ 1,188
Safety Manager	0	\$	-	8	\$	961	16	\$	1,922	0	\$	-	\$ 2,883
Chief Estimator	56	\$	8,661	44	\$	6,805	44	\$	6,805	0	\$	-	\$ 22,270
Estimator	68	\$	9,057	280	\$	37,293	360	\$	47,948	0	\$	-	\$ 94,298
Director of Sustainability	2	229	2 \$ 229			2	\$	229	0	\$	-	\$ 690	
Subtotal Labor (Rounded	278	\$	40,950	604	\$	84,709	758	\$	105,435	0	\$	-	\$ 231,098

Subtotal Eubol (Houliaca)	 40,550	00-T - P	0-1,703	750 7	100,400	ų į		Υ	231,030
Preconstruction Support Services									
Site Investigation Labor / Destructive Testing	\$ -	\$	1,500	\$	1,500	\$	-	\$	3,000
Site Investigation Material / Labor / Sub.	\$ -	\$	1,500	\$	1,500	\$	-	\$	3,000
Vehicles	\$ 1,000	\$	1,000	\$	1,000	\$	-	\$	3,000
ALSC Basic Services Fee plus Remodel	\$ -	\$	324,000	\$	502,100	\$	-	\$	826,100
ALSC Additional Services	\$ 102,000	\$	92,000	\$	209,300	\$	-	\$	403,300
Kitchen Consultant Allowance	\$ 5,000	\$	2,500	\$	2,500	\$	-	\$	10,000
Survey - Absher Direct, Allowance	\$ 20,000	\$	10,000	\$	-	\$	-	\$	30,000
Geotechical - Absher Direct, Allowance	\$ 25,000	\$	10,000	\$	-	\$	-	\$	35,000
Test Pits, Borings, Etc Absher Direct, Allowance	\$ 5,000	\$	3,500	\$	-	\$	-	\$	8,500
Design Services Allowance (7%)	\$ 10,990	\$	30,940	\$	49,973	\$	-	\$	91,903
IT Support	\$ 210	\$	562	\$	873	\$	-	\$	1,645
State B & O Tax	\$ 1,051	\$	2,811	\$	4,371	\$	-	\$	8,233
City License	\$ 630	\$	1,687	\$	2,623	\$	-	\$	4,940
Bond	\$ -	\$	-	\$	-	\$	-	\$	-
Liability Insurance	\$ 1,695	\$	4,534	\$	7,049	\$	-	\$	13,278
Fee (3.68% for OH+P)	\$ 7,858	\$	21,022	\$	32,687			\$	61,566
Total by Phase	\$ 221,384	\$	592,264	\$	920,911	\$	-	\$	1,734,558

TOTAL PRECONSTRUCTION SERVICES (WSST not included): \$ 1,734,558

Comments



				Snogu	almie C	ommunit	tv Centei	r Expansi	ion Project	ì						
			VP of Operations Curt	Project Executive	Project Manager Keara Flynn	Project Super. Joe Turner	Project Engineer Jacob Rauvola	Project Scheduler	VDC Technology Manager Kyle Absher	VDC Engineer Staff	Diversity & Inclusion Procurement Manager Stephanie Caldwell	Safety Manager	Chief Estimator	Estimator Staff	Director of Sustainability Stephanie Gowing	Total Hrs
Took 1 Program	Phone / Consent Phone	Cont Pof	Gimmestad		<u> </u>		/ Jason Gao	Dail Miccobey	kyle Absilei	Stati	Stephanie Caldweii	Kent Linusay	Additi buckley	Stall	Stephanie Gowing	
Task 1 - Progra	ramming / Concept Phase Prepare Preconstruction Work Plan	Cont. Ref.	incl.	ouration = (2 Mo incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
	Project Kickoff Meeting	GC's 2.1.4	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
	Owner/Design Team Meetings	0002.111	4	20	20	111011	20		mon		nion.		8	nion.	111011	72.00
	Existing Conditions Assessment		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.8	Site Visit(s)				4	4	4							4		16.00
Task 1.9	Identify Adjacencies (Public & Private)		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.12	Equity Inclusion Planning	252.24	_		2						2		40			4.00
Task 1.14 Task 1.15	Prepare Cost Estimate Prepare Estimate A+C's Documentation	RFP 3.4 RFP 3.4	2 incl.	2 incl.	2 incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	40 incl.	64 incl.	incl.	110.00 0.00
Task 1.19	Life Cycle Cost-benefit Analysis	NFF 5.4	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.22	Project Schedule	GC's 2.1.3			4	16		16	111011		nion.				111011	36.00
Task 1.26	Procurement Schedule		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.27	Design Team / Project Team Procurement	GC's 2.2.1		8	8								8			24.00
Task 1.28	Programming Design Support	RFP 3.4	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
	Schematic Design Support		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
	Design Development Support		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.31	Construction Documents / IFC Support		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.32 Task 1.33	Review XX% Drawings & Specifications Constructability Review		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.34	Site Logistics Study		IIICI.	IIICI.	2	IIICI.	4	IIICI.	IIICI.	IIICI.	IIICI.	IIICI.	IIICI.	IIICI.	IIICI.	6.00
	Risk Management Planning		2	2	2		7									6.00
Task 1.37	Sustainability Planning & Reporting				2										2	4.00
Task 1.38	Preconstruction Concept Phase Report		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 1.39	Monthly Reporting	GC's 2.1.2	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
		Total Hours	8	32	46	20	28	16	0	0	2	0	56	68	2	278
		Cost per Hour	\$ 212.67		\$ 149.11			\$ 139.03	\$ 142.28	\$ 111.67		\$ 120.13		\$ 133.19	'	\$ 147.30
Total California	Desire Physics	Total \$ per FTE	\$ 1,701		\$ 6,859	\$ 3,243	\$ 3,236	\$ 2,224	\$ -	\$ -	\$ 238	\$ -	\$ 8,661	\$ 9,057	\$ 229	\$ 40,950
	matic Design Phase	Precon Agmt. Ref.		uration = (2 Mo	1	WH)	20									FC 00
	Owner/Design Team Meetings Site Visit(s)		4 incl.	20 incl.	12 incl.	in al	20									56.00 0.00
Task 2.5	Community Outreach and Engagement		IIICI.	2				incl	incl	incl	incl	incl		incl	incl	
Task 2.6	Equity Inclusion Planning					incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	
Task 2.7	Equity Reporting		incl.	incl.	2 incl.	incl.	2 incl.	incl.	incl.	incl.	incl. 4 incl.	incl.	incl.	incl.	incl.	10.00
	Equity Reporting		incl. incl.		2		2				4					10.00
Task 2.19	Periodic Estimate Updates	RFP 3.4		incl.	2 incl.	incl.	2 incl.	incl.	incl.	incl.	4 incl.	incl.	incl.	incl. incl. 40	incl.	10.00 0.00
Task 2.20	Periodic Estimate Updates Prepare Cost Estimate	RFP 3.4	incl.	incl. incl.	2 incl. incl.	incl. incl.	incl.	incl. incl.	incl. incl.	incl. incl.	4 incl. incl.	incl.	incl. incl.	incl. incl. 40 240	incl. incl.	10.00 0.00 0.00 40.00 292.00
Task 2.20 Task 2.21	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report	RFP 3.4 RFP 3.4	incl.	incl. incl. 4 incl.	2 incl. incl. 4 incl.	incl. incl. 4 incl.	2 incl. incl. incl.	incl. incl. incl.	incl. incl. incl.	incl. incl. incl.	4 incl. incl.	incl.	incl. incl. 40 incl.	incl. incl. 40 240 incl.	incl.	10.00 0.00 0.00 40.00 292.00 0.00
Task 2.20 Task 2.21 Task 2.22	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log	RFP 3.4 RFP 3.4 RFP 3.4	incl. incl. incl.	incl. incl. 4 incl. incl.	2 incl. incl. 4 incl. incl.	incl. incl. 4 incl. incl.	2 incl. incl. incl. incl.	incl. incl. incl. incl.	incl. incl. incl. incl.	incl. incl. incl.	4 incl. incl. incl. incl. incl.	incl. incl. incl.	incl. incl. 40 incl. incl.	incl. incl. 40 240 incl. incl.	incl. incl. incl. incl.	10.00 0.00 0.00 40.00 292.00 0.00 0.00
Task 2.20 Task 2.21 Task 2.22 Task 2.23	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl. incl. incl. incl.	incl. incl. 4 incl. incl. incl. incl.	2 incl. incl. 4 incl. incl. incl. incl.	incl. incl. 4 incl. incl. incl.	incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl.	4 incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl.	incl. incl. 40 incl. incl. incl.	incl. incl. 40 240 incl. incl. incl.	incl. incl. incl. incl. incl.	10.00 0.00 0.00 40.00 292.00 0.00 0.00
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl. incl. incl. incl. incl. incl.	incl. incl. 4 incl. incl. incl. incl. incl.	2 incl. incl. 4 incl. incl. incl. incl. incl. incl.	incl. incl. 4 incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl. incl.	4 incl.	incl. incl. incl. incl. incl. incl. incl.	incl. incl. 40 incl. incl. incl. incl. incl.	incl. incl. 40 240 incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl. incl.	10.00 0.00 0.00 40.00 292.00 0.00 0.00 0.00
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24 Task 2.25	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl. incl. incl. incl.	incl. incl. 4 incl. incl. incl. incl.	2 incl. incl. 4 incl. incl. incl. incl.	incl. incl. 4 incl. incl. incl.	incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl.	4 incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl.	incl. incl. 40 incl. incl. incl.	incl. incl. 40 240 incl. incl. incl.	incl. incl. incl. incl. incl.	10.00 0.00 0.00 40.00 292.00 0.00 0.00
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl. incl. incl. incl. incl. incl. incl.	incl. incl. 4 incl. incl. incl. incl. incl. incl. incl.	2 incl. incl. 4 incl.	incl. incl. 4 incl. incl. incl. incl. incl. incl.	2 incl.	incl. incl. incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl. incl. incl. incl.	4 incl.	incl. incl. incl. incl. incl. incl. incl. incl.	incl. incl. 40 incl. incl. incl. incl. incl. incl.	incl. incl. 40 240 incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl. incl. incl. incl.	10.00 0.00 0.00 40.00 292.00 0.00 0.00 0.00 0.00 0.00
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24 Task 2.25 Task 2.26 Task 2.27	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl. incl. incl. incl. incl. incl. incl. incl. incl.	incl. incl. 4 incl. incl. incl. incl. incl. incl. incl. incl.	2 incl. incl. 4 incl.	incl. 4 incl. incl. incl. incl. incl. incl. incl. incl. incl.	2 incl.	incl.	incl.	incl.	4 incl.	incl. incl. incl. incl. incl. incl. incl. incl. incl.	incl. incl. 40 incl. incl. incl. incl. incl. incl. incl. incl.	incl. incl. 40 240 incl. incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl. incl. incl.	10.00 0.00 40.00 292.00 0.00 0.00 0.00 0.00 0.00 0.00
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24 Task 2.25 Task 2.26 Task 2.30 Task 2.30	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure Life Cycle Cost-benefit Analysis Project Schedule Project Phasing Plan	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl. incl. incl. incl. incl. incl. incl. incl. incl.	incl. incl. 4 incl. incl. incl. incl. incl. incl. incl. incl.	2 incl. incl. 4 incl.	incl. 4 incl.	2 incl.	incl.	incl.	incl.	4 incl.	incl. incl. incl. incl. incl. incl. incl. incl. incl.	incl. incl. 40 incl. incl. incl. incl. incl. incl. incl. incl.	incl. incl. 40 240 incl. incl. incl. incl. incl. incl. incl.	incl. incl. incl. incl. incl. incl. incl. incl.	10.00 0.00 0.00 40.00 292.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24 Task 2.25 Task 2.26 Task 2.27 Task 2.30 Task 2.31 Task 2.32	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure Life Cycle Cost-benefit Analysis Project Schedule Project Phasing Plan Design Team / Project Team Procurement	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl. incl. incl. incl. incl. incl. incl. incl. incl. 4	incl. incl. 4 incl. incl. incl. incl. incl. incl. incl. incl. incl. 8	2 incl. incl. 4 incl. in	incl. incl. 4 incl.	2 incl.	incl.	incl.	incl.	4 incl.	incl.	incl. incl. 40 incl. incl. incl. incl. incl. incl. incl. incl. incl. 4	incl. incl. 40 240 incl.	incl.	10.00 0.00 0.00 0.00 40.00 292.00 0.00 0.00 0.00 0.00 0.00 0.0
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24 Task 2.25 Task 2.26 Task 2.27 Task 2.30 Task 2.30 Task 2.30 Task 2.31 Task 2.32 Task 2.33	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure Life Cycle Cost-benefit Analysis Project Schedule Project Phasing Plan Design Team / Project Team Procurement Programming Design Support	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl.	incl. incl. 4 incl.	2 incl. incl. 4 incl. 2 incl. 4 incl.	incl. 4 incl.	2 incl.	incl.	incl.	incl.	4 incl.	incl.	incl. incl. 40 incl.	incl. incl. 40 240 incl.	incl.	10.00 0.00 0.00 0.00 40.00 0.00 0.00 0.0
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24 Task 2.25 Task 2.26 Task 2.27 Task 2.30 Task 2.31 Task 2.32 Task 2.33	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure Life Cycle Cost-benefit Analysis Project Schedule Project Phasing Plan Design Team / Project Team Procurement Programming Design Support Schematic Design Support	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl.	incl. incl. 4 incl.	2 incl.	incl. incl. 4 incl.	2 incl.	incl.	incl.	incl.	4 incl.	incl.	incl. incl. 40 incl.	incl. incl. 40 240 incl.	incl.	10.00 0.00 0.00 0.00 40.00 0.00 0.00 0.0
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24 Task 2.25 Task 2.26 Task 2.27 Task 2.30 Task 2.31 Task 2.31 Task 2.32 Task 2.33	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure Life Cycle Cost-benefit Analysis Project Schedule Project Phasing Plan Design Team / Project Team Procurement Programming Design Support Schematic Design Support Design Development Support	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl.	incl. incl. 4 incl.	2 incl.	incl. incl. 4 incl.	2 incl.	incl.	incl.	incl.	4 incl.	incl.	incl. incl. 40 incl.	incl. incl. 40 240 incl.	incl.	10.00 0.00 0.00 0.00 40.00 0.00 0.00 0.0
Task 2.20 Task 2.21 Task 2.22 Task 2.22 Task 2.24 Task 2.25 Task 2.26 Task 2.27 Task 2.30 Task 2.31 Task 2.32 Task 2.33 Task 2.34 Task 2.34 Task 2.35	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure Life Cycle Cost-benefit Analysis Project Schedule Project Phasing Plan Design Team / Project Team Procurement Programming Design Support Schematic Design Support Design Development Support Constructability Review	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl.	incl. incl. 4 incl.	2 incl. incl. 4 incl. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	incl. incl. 4 incl. 1	incl.	incl.	incl.	incl.	4 incl.	incl.	incl. incl. 40 incl.	incl. incl. 40 240 incl.	incl.	10.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24 Task 2.25 Task 2.26 Task 2.27 Task 2.30 Task 2.31 Task 2.32 Task 2.33 Task 2.34 Task 2.34 Task 2.34 Task 2.35 Task 2.35	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure Life Cycle Cost-benefit Analysis Project Schedule Project Phasing Plan Design Team / Project Team Procurement Programming Design Support Schematic Design Support Design Development Support Constructability Review Site Logistics Study	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl.	incl. incl. 4 incl.	2 incl. incl	incl. incl. 4 incl. 4	2 incl. incl	incl.	incl.	incl.	4 incl.	incl.	incl. incl. 40 incl.	incl. incl. 40 240 incl.	incl.	10.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24 Task 2.25 Task 2.26 Task 2.27 Task 2.30 Task 2.30 Task 2.31 Task 2.31 Task 2.32 Task 2.33 Task 2.34 Task 2.35 Task 2.34 Task 2.35 Task 2.39 Task 2.40 Task 2.41	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure Life Cycle Cost-benefit Analysis Project Schedule Project Phasing Plan Design Team / Project Team Procurement Programming Design Support Schematic Design Support Design Development Support Constructability Review	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl.	incl. incl. 4 incl.	2 incl. incl. 4 incl. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	incl. incl. 4 incl. 1	incl.	incl.	incl.	incl.	4 incl.	incl.	incl. incl. 40 incl.	incl. incl. 40 240 incl.	incl.	10.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
Task 2.20 Task 2.21 Task 2.22 Task 2.23 Task 2.24 Task 2.25 Task 2.26 Task 2.27 Task 2.30 Task 2.31 Task 2.32 Task 2.33 Task 2.34 Task 2.35 Task 2.34 Task 2.35 Task 2.39 Task 2.39 Task 2.40 Task 2.41 Task 2.42	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A+C's Documentation Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure Life Cycle Cost-benefit Analysis Project Schedule Project Phasing Plan Design Team / Project Team Procurement Programming Design Support Schematic Design Support Design Development Support Constructability Review Site Logistics Study Subcontract / Bid Packaging Planning	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl.	incl. incl. 4 incl. 8	2 incl. 4 incl. in	incl. incl. 4 incl. 4 1 1 1 1 1 1 1 1 1 1 1 1	2 incl. incl	incl.	incl.	incl.	4 incl. incl	incl.	incl. incl. 40 incl.	incl. incl. 40 240 incl.	incl.	10.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
Task 2.20 Task 2.21 Task 2.22 Task 2.24 Task 2.25 Task 2.26 Task 2.26 Task 2.30 Task 2.31 Task 2.32 Task 2.33 Task 2.33 Task 2.34 Task 2.34 Task 2.35 Task 2.40 Task 2.41 Task 2.42	Periodic Estimate Updates Prepare Cost Estimate Prepare Estimate Variance Report Budget Control Log Target Design Specific Estimate Update & Expand the Value Engineering Log Prepare Estimate A-C's Documentation Prepare Estimate A+C's Documentation Prepare Work Breakdown Structure Life Cycle Cost-benefit Analysis Project Schedule Project Phasing Plan Design Team / Project Team Procurement Programming Design Support Schematic Design Support Design Development Support Constructability Review Site Logistics Study Subcontract / Bid Packaging Planning Procurement Schedule	RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4 RFP 3.4	incl.	incl. incl. 4 incl. 8 incl. incl. incl. incl. incl. incl. incl. incl.	2 incl. 4 incl. in	incl. incl. 4 incl. 4 1 1 1 1 1 1 1 1 1 1 1 1	2 incl. incl	incl.	incl.	incl.	4 incl. incl	incl.	incl. incl. 40 incl.	incl. incl. 40 240 incl.	incl.	10.00 0.00 0.00 0.00 40.00 0.00 0.00 0.0



				Snoqu	almie Co	ommunit	y Center	⁻ Expansi	on Projec	t						
			VP of Operations	Project Executive	Project Manager	Project Super.	Project Engineer	Project Scheduler	VDC Technology Manager	VDC Engineer	Diversity & Inclusion Procurement Manager	Safety Manager	Chief Estimator	Estimator	Director of Sustainability	Total Hrs
			Curt Gimmestad	Blaine Wolfe	Keara Flynn	Joe Turner	Jacob Rauvola / Jason Gao	Dan McCooey	Kyle Absher	Staff	Stephanie Caldwell	Kent Lindsay	Adam Buckley	Staff	Stephanie Gowing	
Task 2.48	Risk Management Planning			2	2	2										6.00
Task 2.49	Quality Control / Quality Management Planning			2	2	2										6.00
Task 2.50	Sustainability Planning & Reporting				2										2	4.00
Task 2.51	Safety Procedures Manual				2	2						8				12.00
Task 2.52	Preconstruction Schematic Design Phase Report		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 2.53	Monthly Reporting	GC's 2.1.2	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
		Total Hours	8	50	58	40	46	16	20	28	4	8	44	280	2	604
		Cost per Hour	\$ 212.67		\$ 149.11	\$ 162.17		\$ 139.03	\$ 142.28					\$ 133.19		\$ 140.25
		Total \$ per FTE	\$ 1,701	. ,	\$ 8,649	\$ 6,487	\$ 5,317	\$ 2,224	\$ 2,846	\$ 3,127	\$ 475	\$ 961	\$ 6,805	\$ 37,293	\$ 229	\$ 84,709
Task 3 - Desig	n Development Phase	Precon Agmt. Ref.	Approximate D	uration = (2.5 N	Ionths / 408 FTE	WH)										
Task 3.2	Owner/Design Team Meetings		4	24	16	4	24									72.00
Task 3.4	Site Visit(s)		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.5	Community Outreach and Engagement				4		4				4					12.00
Task 3.7	Equity Reporting		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.19	Periodic Estimate Updates	RFP 3.4											4	40		44.00
Task 3.20	Prepare Cost Estimate	RFP 3.4		4	2								40	320		366.00
Task 3.21	Prepare Estimate Variance Report	RFP 3.4	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.22	Budget Control Log	RFP 3.4	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.23	Target Value Design Estimate	RFP 3.4	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.24	Update & Expand the Value Engineering Log	RFP 3.4	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.25	Prepare Estimate A+C's Documentation	RFP 3.4	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.26	Cash Flow Schedule		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.27	Subcontract / Bid Packaging Planning		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.28	Procurement Schedule	CCL 2.2.4			inci.	inci.		inci.	inci.	inci.	inci.	inci.	Inci.	incl.	Inci.	
Task 3.29 Task 3.32	Design Team / Project Team Procurement	GC's 2.2.1	2 incl.	16 incl.	incl.	incl.	16 incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	in al	42.00 0.00
Task 3.35	Design Development Support Life Cycle Cost-benefit Analysis		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.35	Project Schedule		IIICI.	IIICI.	inci.	16	IIICI.	16	mcl.	IIICI.	IIICI.	IIICI.	IIICI.	mCl.	IIICI.	36.00
Task 3.39	Project Schedule Project Phasing Plan				2	2		10								4.00
Task 3.42	Constructability Review			8	16	16	16									56.00
Task 3.43	Site Logistics Study			3	2	4	4									10.00
Task 3.44	Agency Coordination Meetings		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.45	Design-Build Trade Partner Engagement				16											16.00
Task 3.49	Virtual Design & Construction Support								16	40						56.00
Task 3.50	Risk Management Planning		2	2	2	2										8.00
Task 3.51	Quality Control / Quality Management Planning			2	4	4										10.00
Task 3.52	Sustainability Planning & Reporting				2										2	4.00
Task 3.53	Safety Procedures Manual				2	4						16				22.00
Task 3.54	Preconstruction Design Development Phase Report		incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
Task 3.55	Monthly Reporting	GC's 2.1.2	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	incl.	0.00
		Total Hours	8	56	80	52	64	16	16	40	4	16	44	360	2	758
		Cost per Hour	\$ 212.67	\$ 171.93	\$ 149.11	\$ 162.17	\$ 115.58	\$ 139.03	\$ 142.28		'	\$ 120.13	\$ 154.65	\$ 133.19	'	\$ 139.10
		Total \$ per FTE	\$ 1,701	\$ 9,628	\$ 11,929	\$ 8,433	\$ 7,397	\$ 2,224	\$ 2,277	\$ 4,467	\$ 475	\$ 1,922	\$ 6,805	\$ 47,948	\$ 229	\$ 105,435





Snoqualmie Community Center Expansion Project																
			VP of Operations	Project Executive	Project Manager	Project Super.	Project Engineer	Project Scheduler	VDC Technology Manager	VDC Engineer	Diversity & Inclusion Procurement Manager	Safety Manager	Chief Estimator	Estimator	Director of Sustainability	Total Hrs
			Curt Gimmestad	Blaine Wolfe	Keara Flynn	Joe Turner	Jacob Rauvola / Jason Gao	Dan McCooey	Kyle Absher	Staff	Stephanie Caldwell	Kent Lindsay	Adam Buckley	Staff	Stephanie Gowing	
Task 4 - Permit	tting, CD's & Construction	Precon Agmt. Ref.	Approximate D	pproximate Duration = (8.5 Months / 1172 FTE WH)												
		Total Hours	urs 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0											0		
		Cost per Hour	\$ 212.67 \$ 171.93 \$ 149.11 \$ 162.17 \$ 115.58 \$ 139.03 \$ 142.28 \$ 111.67 \$ 118.81 \$ 120.13 \$ 154.65 \$ 133.19 \$ 114.28 #DIV											#DIV/0!		
		Total \$ per FTE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

AABSHER

Exhibit C

Snoqualmie Community Center Expansion Project Snoqualmie, WA

Phase 1 Scope of Services

Task 1 Programming / Concept Phase Task Expanded Description

- **1.1 Prepare Preconstruction Work Plan:** Preparation of a preconstruction work plan for review and approval by the Owner or their representative.
- **1.2 Project Kickoff Meeting:** The purpose of this meeting will be to review the goals and objectives of the project, discuss the project approach, milestones and deliverables. On-line weekly coordination meetings will be held with the client team and the core design team members.
- **1.4** Owner/Design Team Meetings: Attend Owner/Design Team Meetings.
- **1.6 Existing Conditions Assessment:** Review record drawings and investigate existing conditions. Recommend investigations to verify existing conditions and systems.
- **1.8** Site Visit(s): Visit site to verify existing conditions and systems.
- 1.9 Identify Adjacencies (Public & Private): The preconstruction team will support the assessment and evaluation of relevant adjacencies that present a critical impact of influence to the project. These adjacencies may inform the design in many significant ways including construction execution, phasing and sequencing, accessibility, levels of service, as well as civil and structural implications.
- **1.12 Equity Inclusion Planning:** As a project develops so do opportunities, as project specific community outreach evolves so does the pool of project participants. As these efforts mature the equity inclusion plan will be updated to ensure we are capitalizing on opportunity.
- 1.14 Prepare Cost Estimate: Estimating effort based on gross project areas utilizing summary level CSI line items in addition to definable bid-scopes. The estimate will be complete to include project contingencies, applicable overhead mark ups such as builder's risk insurance, liability insurance, city and state business & occupation tax and general contractor fee.
- **1.15 Prepare Estimate A+C's Documentation:** This document will outline the assumptions made in the assembly of the current cost estimate.
- **1.19 Life Cycle Cost-benefit Analysis:** Prepare a life cycle cost-benefit analysis for Owner and designer review and implementation.
- 1.22 Project Schedule: Develop & maintain a preliminary project schedule. Summary level schedule focused on significant features of work, systems and collated scopes of work defining an initial construction path. Project development information during the preconstruction phase such as document development, estimate deliverables, permit submission and other critical elements necessary to meet the intended start of construction will be scheduled.
- **1.26 Procurement Schedule:** Prepare an initial project specific procurement schedule.
- **1.27 Design Team / Project Team Procurement:** Procure design team, subconsultants, design-build trade partners, third-party participants, etc.
- **1.28** Programming Design Support: Contractor support during design partner programming period.
- **1.29** Schematic Design Support: Contractor support during design partner schematic design period.
- **1.30 Design Development Support:** Contractor support during design partner design development period.

Page 1 of 6 June 12, 2023

- **1.31 Construction Documents / IFC Support:** Contractor support during design partner construction documents / IFC period.
- **1.32 Review XX% Drawings & Specifications:** Summary review of the drawings and specifications prepared by the design team. This is less extensive than a design and constructability review and intended to offer a high-level review of the current project documentation.
- **1.33 Constructability Review:** Establish a Bluebeam constructability session for the entire project team, establish time frames, provide process guidance, and collate comments into a tabular report for review and resolution tracking.
- **1.34 Site Logistics Study:** Provide a site utilization plan establishing a secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.
- **1.35 Risk Management Planning:** Participate in the development and maintenance of the risk management plan.
- **1.37 Sustainability Planning & Reporting:** Review project sustainability opportunities and requirements. Plan, implement, monitor and track sustainability requirements. Report on progress and opportunities to meet or exceed sustainability goals for the project.
- **1.38** Preconstruction Concept Phase Report: This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders.
- **1.39 Monthly Reporting:** This report assembles the work produced on a monthly basis in a cohesive electronic document available to all project stakeholders.

Task 2 Schematic Design Phase Task Expanded Description

- 2.2 Owner/Design Team Meetings: Attend Owner/Design Team Meetings
- **2.4 Site Visit(s):** Visit site to verify existing conditions and systems.
- **2.5 Community Outreach and Engagement:** Planning, implementation, execution and monitoring a community outreach and engagement plan focused on developing sbe, dbe, MBE, WBE & MWBE contracting opportunities.
- **2.6 Equity Inclusion Planning:** Planning, implementation, execution and monitoring equity inclusion focused on sbe, dbe, MBE, WBE & MWBE contracting opportunities.
- **2.7 Equity Reporting:** Create contracting opportunity log based on a specific project detailed by scopes of work required to complete a project. Early planning and monitoring to ensure the project maximizes sbe, dbe, MBE, WBE & MWBE participation.
- **2.19 Periodic Estimate Updates:** Provide various cost studies as a support function of project development.
- **2.20 Prepare Cost Estimate:** This formal cost estimate is an update to the prior estimate(s) provided. Bid-scope-worksheet detail will be added to the detail breakdown matching the document evolution.

Page 2 of 6 June 12, 2023

- **2.21 Prepare Estimate Variance Report:** This report will compare the current estimate against previous cost estimates articulating newly added, revised or removed scopes of work.
- **2.22 Budget Control Log:** The BCL will be an evolving document that tracks project cost evolution from our initial estimate through a GMP or final estimate.
- **2.23** Target Value Design Estimate: This estimate will be a collaborative effort between the owner, design team, consultants (as necessary) and Absher to identify target-values in specific scopes of work in an effort to align project costs with available project dollars.
- **2.24 Update & Expand the Value Engineering Log:** Update and expand the previously prepared value engineering log.
- **2.25 Prepare Estimate A+C's Documentation:** This document will outline the assumptions made in the assembly of the current cost estimate.
- 2.26 Prepare Work Breakdown Structure (for estimating and/or scheduling purposes): Develop a work breakdown structure (WBS) with the Owner, Architect and project stakeholders to be used in estimating, scheduling or both.
- **2.27 Life Cycle Cost-benefit Analysis:** Update the previously prepared life cycle cost-benefit analysis for Owner and designer review and implementation.
- **2.30 Project Schedule:** Update the preliminary project schedule with increasing detail in line with project development. At this stage a clear critical path will be established.
- **2.31** Project Phasing Plan: Update project phasing plan.
- **2.32 Design Team / Project Team Procurement:** Procure design team, subconsultants, design-build trade partners, third-party participants, etc.
- **2.33 Programming Design Support:** Contractor support during design partner programming period.
- 2.34 Schematic Design Support: Contractor support during design partner schematic design period.
- **2.35 Design Development Support:** Contractor support during design partner design development period.
- **2.39 Constructability Review:** Establish a new Bluebeam constructability session for the entire project team, establish time frames, provide process guidance to new team members, collate comments into a tabular report for review and resolution tracking.
- **2.40 Site Logistics Study:** Update the site utilization plan confirming the secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.
- **2.41** Subcontract / Bid Packaging Planning: Prepare a bid packaging plan in line with document and contract development.
- **2.42 Procurement Schedule:** Update initial project specific procurement schedule.

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- **2.43 Design-Build Trade Partner Engagement:** Prepare an RFP for the selection of specific design-build trade partners, issue RFP, track responses, evaluate responses, conduct trade partner interviews, make recommendations on hiring design-build trade partners.
- **2.46 Building Information Modeling Integration Plan:** Prepare a project specific BIM work plan that formulates the working relationship between the design team, GC and trade partners with respect to utilizing this technology. Participate in meeting with owner and design team to identify BIM related goals, services, file management, process mapping, and software systems.
- **2.47 Virtual Design & Construction Support:** Identify and implement VDC opportunities such as drone data flights, laser scanning, BIM coordination and support, Synchro integration, virtual reality support and similar.
- **2.48 Risk Management Planning:** Continued development and maintenance of the established risk management plan.
- **2.49** Quality Control / Quality Management Planning: Continued development and maintenance of a quality control & quality management plan for all preconstruction activities. The quality control and quality management plan for construction during the preconstruction period will be developed in response to document development.
- **2.50 Sustainability Planning & Reporting:** Review project sustainability opportunities and requirements. Plan, implement, monitor and track sustainability requirements. Report on progress and opportunities to meet or exceed sustainability goals for the project.
- **2.51** Safety Procedures Manual: Prepare and submit a draft safety procedures plan at the end of the DD phase.
- **2.52 Preconstruction Schematic Design Phase Report:** This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders.
- **2.53 Monthly Reporting:** This report assembles the work produced on a monthly basis in a cohesive electronic document available to all project stakeholders.

Task 3 Design Development Phase Task Expanded Description

- 3.2 Owner/Design Team Meetings: Attend Owner/Design Team Meetings
- **3.4 Site Visit(s):** Visit site to verify existing conditions and systems.
- **3.5 Community Outreach and Engagement:** Planning, implementation, execution and monitoring a community outreach and engagement plan focused on developing sbe, dbe, MBE, WBE & MWBE contracting opportunities.
- **3.7 Equity Reporting:** Create contracting opportunity log based on a specific project detailed by scopes of work required to complete a project. Early planning and monitoring to ensure the project maximizes sbe, dbe, MBE, WBE & MWBE participation.
- **3.19 Periodic Estimate Updates:** Provide various cost studies as a support function of project development.

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- **3.20 Prepare Cost Estimate:** This formal cost estimate is an update to the prior estimate(s) provided. Bid-scope-worksheet detail will be added to the detail breakdown matching the document evolution.
- **3.21 Prepare Estimate Variance Report:** This report will compare the current estimate against previous cost estimates articulating newly added, revised or removed scopes of work.
- **3.22 Budget Control Log:** The BCL will be an evolving document that tracks project cost evolution from our initial estimate through a GMP or final estimate.
- **3.23** Target Value Design Estimate: This estimate will be a collaborative effort between the owner, design team, consultants (as necessary) and Absher to identify target-values in specific scopes of work in an effort to align project costs with available project dollars.
- **3.24 Update & Expand the Value Engineering Log:** Update and expand the previously prepared value engineering log.
- **3.25** Prepare Estimate A+C's Documentation: This document will outline the assumptions made in the assembly of the current cost estimate.
- **3.26** Cash Flow Schedule: Prepare an initial cash-flow schedule for the owner's use.
- **3.27 Subcontract / Bid Packaging Planning:** Prepare a bid packaging plan in line with document and contract development.
- **3.28** Procurement Schedule: Update initial project specific procurement schedule.
- **3.29 Design Team / Project Team Procurement:** Procure design team, subconsultants, design-build trade partners, third-party participants, etc.
- 3.32 Design Development Support: Contractor support during design partner design development period.
- **3.35 Life Cycle Cost-benefit Analysis:** Update the previously prepared life cycle cost-benefit analysis for Owner and designer review and implementation.
- **3.38 Project Schedule:** Update the current project schedule to include increasing detail in line with project development. The critical path will be expanded with more detail.
- **3.39 Project Phasing Plan:** Update project phasing plan.
- **3.42 Constructability Review:** Establish a new Bluebeam constructability session for the entire project team, establish time frames, provide process guidance to new team members, collate comments into a tabular report for review and resolution tracking.
- **3.43 Site Logistics Study:** Update the site utilization plan confirming the secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.
- **3.44** Agency Coordination Meetings: Meetings with AHJ's such as city permitting agencies, state agencies, etc.

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- **3.45 Design-Build Trade Partner Engagement:** Prepare an RFP for the selection of specific design-build trade partners, issue RFP, track responses, evaluate responses, conduct trade partner interviews, make recommendations on hiring design-build trade partners.
- **3.49 Virtual Design & Construction Support:** Identify and implement VDC opportunities such as drone data flights, laser scanning, BIM coordination and support, Synchro integration, virtual reality support and similar.
- **3.50 Risk Management Planning:** Continued development and maintenance of the established risk management plan.
- **3.51** Quality Control / Quality Management Planning: Continued development and maintenance of a quality control & quality management plan for all preconstruction activities. The quality control and quality management plan for construction during the preconstruction period will be developed in response to document development.
- **3.52 Sustainability Planning & Reporting:** Review project sustainability opportunities and requirements. Plan, implement, monitor and track sustainability requirements. Report on progress and opportunities to meet or exceed sustainability goals for the project.
- **3.53** Safety Procedures Manual: Prepare and submit a draft safety procedures plan at the end of the DD phase.
- 3.54 Preconstruction Design Development Phase Report: This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders. This report will include a draft subcontracting plan, construction phasing plan, draft advertisement for subcontractor work, draft subcontract forms, draft site logistics plan, draft safety plan, draft construction procedures manual, early procurement and award recommendations, preliminary subcontractor buyout and construction schedule and estimate.
- **3.55 Monthly Reporting:** This report assembles the work produced on a monthly basis in a cohesive electronic document available to all project stakeholders.

End of Preconstruction Scope of Services

Page 6 of 6 June 12, 2023



6/12/2023 Project Bill Rates

Snoqu	almie Community Center Expansion Project							
Name	Name Position							
Curt Gimmestad	VP of Operations	\$ 212.67						
Blaine Wolfe	Project Executive	\$ 171.93						
Keara Flynn	Project Manager	\$ 149.11						
Joe Turner	Project Super.	\$ 162.17						
Staff	Assistant Super.	\$ 138.89						
Jacob Rauvola / Jason Gao	Project Engineer	\$ 115.58						
Dan McCooey	Project Scheduler	\$ 139.03						
Kyle Absher	VDC Technology Manager	\$ 142.28						
Staff	VDC Engineer	\$ 111.67						
Stephanie Caldwell	Diversity & Inclusion Procurement Manager	\$ 118.81						
Kent Lindsay	Safety Manager	\$ 120.13						
Adam Buckley	Chief Estimator	\$ 154.65						
Staff	Estimator	\$ 133.19						
Stephanie Gowing	Director of Sustainability	\$ 114.28						
Staff	Job Cost Accountant	\$ 82.99						



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June 12, 2023

Absher Construction Co. 1001 Shaw Rd E Puyallup, WA 98372

Attn: Blaine Wolfe

RE: Snoqualmie Community Center Expansion – Absher Project No. 636

Letter of Agreement

Dear Blaine:

ALSC Architects is pleased to provide this letter of agreement to Absher Construction Company (ACC) for architectural services for the Snoqualmie Community Center Expansion project. This proposal letter is formatted with the intention of becoming an attachment to a DBIA 540 Standard Form of Agreement mutually negotiated by both parties.

Scope of Work – General Description

The project consists of working with ACC, the City of Snoqualmie, representatives of the YMCA and other stakeholders and providing architectural programming, design and construction administration services to expand the existing Snoqualmie Community Center. The project will be broken into two phases. Phase 1 will include Programming/Pre-design, Schematic Design and Design Development. Phase 2 will include Bidding, Construction Documents, Construction Administration and Project Close-out.

This proposal is based on the project scope information provided in the ACC Request for Qualifications – Architectural Services document (RFQ) dated May 5, 2023 which is hereby attached to this proposal via reference. Per that document, the planned expansion will add approximately 24,000 s.f. to the existing building including a new pool, locker rooms, additional multi-purpose spaces, expansion of the cardio/fitness space, community meeting space, offices



support spaces and expansion of site amenities. The maximum MADCC budget for the project is \$24,900,000.00 and the total project budget is approximately \$29,800,000.00.

Proposed Services

Services will be provided as generally described in the document, "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects" (A/E Guidelines) dated March 15, 2015 as published by the State of Washington Office of Financial Management. Services will also include the needed coordination time with ACC throughout all phases of the work.

Our proposed architectural services to support the scope of work identified above as follows:

Phase 1: Programming, Schematic Design, Design Development

- 1. Provide a Program Document for City approval, including:
 - a) Description of the panned project and its intended use
 - b) Description of the project location and community needs
 - c) Description of the facility operations and staffing
 - d) General building considerations describing the circulation, vehicle access, technology and communication, community use, community use, maintenance, and other considerations
 - e) Listing of individual activity areas describing area objectives, planned usage, types of activities, the relationship to other activities, the number of users and staff, duration of utilization, spatial requirements, support requirements, environmental variables, furniture and equipment, and other considerations
 - Supporting graphics including sketches, photos, catalog cuts and other sources as required to adequately describe/explain the programmatic requirements
- 2. Schematic Design Phase, Design Development Phase services will generally follow A/E Guidelines.



<u>Phase 2: Construction Documents, Bidding, Construction Administration, Project Closeout</u>

- Bidding Phase services will be provided throughout the Design/Build buy-out process as opposed to a separate D/B/B phase as described in the A.E Fee Guidelines.
- 2. Construction Administration Phase and Project Closeout Phase services will generally follow A/E Fee Guidelines.

Project Consultants

This proposal includes Fees for ALSC architects broken out by phase. As consultants will be selected in the future, fee allowances for basic and extra services for consultant services are included as allowances. These allowances will be replaced via contract amendment with final fees pending final consultant selection and proposal negotiation and acceptance. Absher and ALSC are

in contract

Construction.

Proposed Schedule discussions. Blaine Wolfe, Absher

We propose to start the work immediately upon execution of the DBIA agreement by June 13, 2023. Per the RFQ, Phase 1 services to be complete in December of 2023. Construction Documents to be complete in May 2024. Substantial completion by ACC to be achieved in Q3 of 2025. Delays outside of ALSC's control may cause delays in those completion dates.

Fees and Expenses

Fees included in this proposal are detailed in the attachment "Fee Proposal Worksheet".

Please note, this fee summary contemplates Phase 1 services only. Phase 1 is scheduled to be complete by 12/31/23. Blaine Wolfe, Absher Construction.



Scope direct to Absher. Please see fee summary cover sheet for allowances. Blaine Wolfe, Absher Construction.

These fees include the scope of work and tasks identified within this proposal. Slight deviations in scope may be included within the proposed fee. Tasks or deliverables not included in the information above are not included in the proposed fee.

Base fee includes design work for MEP. This scope to be covered by D/B MEP Trade Partners. -Blaine Wolfe, Absher Construction.

By Absher, please see detailed back up to fee summary for inclusion. Blaine Wolfe, Absher Construction. ACC to provide the following scopes of work:

- Surveying
- Geotechnical Engineering (Investigation, report, construction
- Design-Build Mechanical, Electrical, Plumbing, Fire Protection trade partner selection. The following scopes of work are anticipated to be included within the DB MEPF trade partners design and construction services.
 - Low Voltage Systems
 - Audio Visual Systems
 - Access Control
 - Security
- Value Engineering participation and implementation (DB-led, not 3rd party)
- Constructability Review Participation and Implementation (DB-led, not 3rd party)
- Cost Estimating

Terms and Conditions

Fees are on a lump sum basis. Work will commence once written authorization is provided by ACC. ALSC will invoice monthly on a percent complete basis. Payments received more than 30 days past invoice will incur interest charges at the rate of 1% per month.

Exclusions and Additional Services

Additional services beyond those included in the proposal are available for an additional fee calculated on an hourly basis utilizing the hourly rates in the attachments. Additional services will not be performed without prior written



approval from ACC representatives. ALSC will apply a 10% mark-up to invoices for additional services requested from and provided by other consultants.

Reimbursable Expenses

Expenses and services not directly provided by ALSC will be invoiced monthly at one and 10/100 (1.10) times actual cost.

Termination

Either party may terminate the agreement for convenience after seven (7) days of written notice of intent to terminate. The Client shall be responsible for all costs and charges incurred up to the date of termination, including reasonable costs for ALSC to close the work and organize files. ALSC agrees not to charge for lost or anticipated profits on the work not completed and will provide copies of work files to the Client upon receipt of final payment.

Acknowledgment

This proposal will remain valid for a period of 90 days.

mithun

On behalf of ALSC Architects I appreciate the opportunity to assist with this exciting project and look forward to getting started. Should you have any questions or require adjustment in the proposed scope of services, please call me at (509) 838-8568 ext. 224.

Respectfully,

Rustin L. Hall, Principal ALSC Architects, P.S.



RLH:skm:2023-025

Attachments

Snoqualmie Convention Center Fee Proposal Worksheet 6/12/2023

ALSC Architects, P.S.

								Pha	se 1						Pha	se 2						Notes:	
		OFM	Remodel	Subtotal Full	Pre-	Design	Sch	ematic	Desig	gn Dev.	Total		Const.	Bidding			Pro	oject	٦	Γotal			
	MACC	Sched B%	%	Project			D	esign				D	ocuments		Const.	Admin	Clos	seout					
Basic Services Fee:	\$ 22,200,000	0.0713	0.01	\$ 1,804,860																	per OFM Guideli	ines	
ALSC							\$:	232,000	\$ 2	294,100	\$ 526,100	\$	318,000	\$ 24,500	\$ 3	45,600	\$:	24,400	\$	712,500			
Structural							\$	36,000	\$	78,000	\$ 114,000	\$	75,400	\$ 1,500	\$:	29,000	\$	500	\$	106,400			
Civil							\$	6,000	\$	13,000	\$ 19,000	\$	12,000	\$ 1,500	\$	2,000	\$	500	\$	16,000			
Electrical							\$	20,000	\$	52,000	\$ 72,000	\$	46,000	\$ 1,500		8,000	\$	2,500	\$	58,000			
Mechanical/Plumbing							\$	30,000	\$	65,000	\$ 95,000	\$	55,000	\$ 1,500		25,000	\$	3,500	\$	-	Includes Fire Pro	otection	
Sub-Total - Basic Service Fee							\$:	324,000	\$ 5	502,100	\$ 826,100	\$	506,400	\$ 30,500	\$ 40	09,600	\$:	31,400	\$	977,900			
Additional Services:																					As identified in (DFM Guidelines; incl A	ALSC mu
Pre-Design/Programming:																							
ALSC					\$	72,300					\$ 72,300												
Business Planning: Ballard*King					\$	22,000					\$ 22,000												
Aquatics: WTI					\$	7,700					\$ 7,700												
Aquatics: WTI							\$	50,000	\$	75,000	\$ 125,000	\$	70,000	\$ 1,500	\$:	21,000	\$	2,500	\$	95,000			
ELCCA/LCCA							\$	2,000	\$	8,000	\$ 10,000	\$	12,000						\$	12,000			
Energy Modeling							\$	6,000	\$	10,000	\$ 16,000	\$	10,400						\$	10,400			
Sustainable Design							\$	5,000	\$	11,000	\$ 16,000	\$	16,000	\$ 1,500	\$	4,000	\$	1,000	\$	22,500			
Jurisdictional Support									\$	5,000	\$ 5,000	\$	6,000						\$	6,000			
Early Bidding Packages																					not included		
Interior Design, Branding, Graphics							\$	12,000	\$	31,500	\$ 43,500	\$	40,000	\$ 5,000	\$:	30,000	\$	1,500	\$	76,500			
Acoustical/AV							\$	6,000	\$	18,000	\$ 24,000	\$	21,000	\$ 1,000	\$	3,000	\$	1,500	\$	26,500			
Civil Engineering							\$	3,500	\$	15,000	\$ 18,500	\$	15,000	\$ 500	\$	3,000	\$	500	\$	19,000			
Communications																					not included	Please see /	
Kitchen Consultant																					not included	fee cover sh	
Landscape Design							\$	7,500	\$	12,000	\$ 19,500	\$	15,000	\$ 500	\$	3,000	\$	500	\$	19,000		includes a \$	
Door Hardware												\$	8,800						\$	8,800		allowance for	or Kitchen –
Hazadardous Material Abatement																					not included	Consultant.	
Specifications	_								\$	23,800	\$ 23,800	\$	40,000						\$	40,000			
WSEC Review	- 														\$	2,750			\$	2,750			
HVAC Balancing/Testing																	\$	27,500	\$	27,500			
Commissioning/Training																	\$	22,000		22,000			
Sub-Total: Additional Service Fee					\$ 1	102,000	\$	92,000	\$ 2	209,300	\$ 403,300	\$	254,200	\$ 10,000	\$	66,750	\$!	57,000	\$	387,950			
Total A/E Fee Per Phase											\$ 1,229,400								\$ 1,	365,850			
Total A/E Fee					•													-		595,250			



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2023 HOURLY RATES

CATEGORY	RATE
PRINCIPAL	\$235.00
ASSOCIATE PRINCIPAL	\$170.00
SENIOR PROJECT DESIGNER	\$170.00
SENIOR PROJECT MANAGER	\$160.00
PROJECT MANAGER	\$135.00
PROJECT ARCHITECT II	\$130.00
ARCHITECTURAL DESIGNER II	\$125.00
PROJECT ARCHITECT I	\$115.00
INTERIOR DESIGNER	\$105.00
INTERN ARCHITECT/DRAFTSMAN	\$90.00
CLERICAL	\$70.00

Exhibit D

City of Snoqualmie Community Center Expansion Project

General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder



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Article 1

General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

- **1.2.1** Additional Services refers to those services defined or described in Section 2.3.1.8 of the Contract.
- **1.2.2** Allowance Items are specific portions of the Phase 2 Work set forth in the GMP Amendment with the cost for such Work estimated in an assigned dollar amount.
- **1.2.3** Allowance Values are the dollar amounts assigned to Allowance Items.
- **1.2.4** Application for Payment is the Design-Builder's request for payment prepared and submitted in compliance with Article 8 of the Contract and Article 6 of these General Conditions of Contract.
- **1.2.5** Basis of Design Documents are those documents specifically identified in the Phase 2 Proposal and GMP Amendment as being the "Basis of Design Documents" and shall include, but not be limited to, agreed upon modifications to the Owner's Project Criteria.
- **1.2.6** Change Order is defined or described in Section 9.1 of these General Conditions of Contract.
- **1.2.7** Claim is a demand or assertion by Design-Builder for itself or for the benefit of any Subcontractor or supplier of any tier seeking an adjustment of GMP or Contract Time, or both, or any other relief with respect to the terms of the Contract Documents.
- **1.2.8** Construction Documents are the documents, consisting of drawings and specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.
- **1.2.9** Construction General Conditions Costs are defined or described in Section 7.3 of the Contract.
- **1.2.10** Construction General Conditions Work includes all work set forth in **Exhibit D** to the Contract.
- **1.2.11** Contract refers to the Progressive Design-Build Agreement between Owner and Design-Builder dated , DBIA Document No. 544 (2019 Edition), as modified.
- **1.2.12** Contract Documents are as defined in Article 3 of the Contract.
- **1.2.13** Contract Price is defined or described in Section 2.3.1.1 of the Contract.
- **1.2.14** Contract Time(s) are the dates for Substantial Completion, Acceptance and Final Completion set forth in, or calculable from, Article 6 of the Contract.

- **1.2.15** Cost of the Phase 2 Work is defined or described in Section 7.5 of the Contract.
- **1.2.16** Day or Days shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- **1.2.17** *Design-Build Team* is comprised of the Design-Builder, the Design Consultant (Architect and/or Engineer of Record), and Key Subcontractors (Key Firms) identified by the Design-Builder in its proposal in response to the Owner's Request for Proposals. The Key Firms are identified in Section 10.4 of the Contract.
- **1.2.18** *Design-Builder* is Absher Construction Co.
- **1.2.19** Design-Builder's Contingency is defined or described in Section 7.6.2 of the Contract.
- **1.2.20** Design-Build Fee is defined or described in Section 7.4 of the Contract.
- 1.2.21 Design Builder's Representative is defined or described in Section 10.2.2 of the Contract.
- **1.2.22** Design Builder's Senior Representative is defined or described in Section 10.2.1 of the Contract.
- **1.2.23** Design Consultant or (Architect and/or Engineer of Record) is a qualified, licensed design professional or employed or retained to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents. The Architect or Engineer of Record shall be a professional architect or engineer licensed in the state of Washington.
- **1.2.24** *Differing Site Conditions* are defined or described in Section 4.2.1 of these General Conditions of Contract.
- **1.2.25** Electronic Data is defined or described in Section 12.1.1 of these General Conditions of Contract.
- **1.2.26** *Final Application for Payment* is defined or described in Section 6.7 of these General Conditions of Contract and 8.4 of the Contract.
- **1.2.27** *Final Completion* is the date on which all Work, except for warranties, is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list and the submission of all documents s6.7.2 of these General Conditions of Contract.
- **1.2.28** Force Majeure Events are those unanticipated events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes (but not labor disputes involving Design-Builder), earthquakes, pandemics, epidemics, abnormal adverse weather conditions not reasonably anticipated, and other acts of God. Force Majeure Events shall not include known events or conditions (and associated Legal Requirements) in existence at the time of execution of the GMP Amendment.
- **1.2.29** General Conditions of Contract refer to this Document.
- **1.2.30** GMP or Guaranteed Maximum Price is defined or described in Section 7.6 of the Contract
- 1.2.31 GMP Amendment is an amendment to the Contract contingent upon Owner's approval of

the Phase 2 Proposal as defined or described in Section 2.3.2.3 of the Contract.

- **1.2.32** Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- **1.2.33** Legal Requirements are all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- **1.2.34** *Notice to Proceed* is a formal written notice from Owner to Design-Builder instructing it to commence with all or some portion of the Work.
- **1.2.35** Open-Book means that all costs and expenses of any kind chargeable to Owner shall be open and transparent to Owner. Owner has the right, directly or through agents or representatives of its choosing, to access and audit all information used or obtained by Design-Builder in formulating the price in Article 7 of the Contract. Any adjustment to price throughout the Project shall be made on an Open-Book basis as well. Open-Book pricing and payment procedures will not apply to a Lump Sum payment structure.
- **1.2.36** *Owner* is the City of Snoqualmie.
- **1.2.37** Owner's Project Criteria will be developed by Design-Builder in coordination with Owner as part of the Phase 1 Work, and will describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements. The Owner's Project Criteria will be set forth in **Exhibit B** to the Contract.
- 1.2.38 Owner's Representative is defined or described in Section 10.1.2 of the Contract.
- 1.2.39 Owner's Senior Representative is defined or described in Section 10.1.1 of the Contract.
- **1.2.40** Pass-Through Costs is defined or described in Section 7.5.3 of the Contract.
- **1.2.41** Phase 1 Work is that portion of the Work defined and described in the Phase 1 Scope of Services and includes but is not limited to pre-design and programming, to develop the Owner's Project Criteria, and development of the design to a 40-60 percent design level as mutually agreed, such that a Guaranteed Maximum Price (GMP) for the Phase 2 Scope can be developed by the Design-Builder.
- 1.2.42 Phase 1 Scope of Services is the document attached to the Contract as Exhibit C.
- **1.2.43** Phase 2 Work is that portion of the Work defined and described in the GMP Amendment and includes but is not limited to the completion of design, obtaining all required permits, subcontractor bidding, procurement of all materials and equipment for the Project, the performance of construction services for the Project, development of various documents associated with Phase 2, commissioning of building systems, training of Owner's operations staff, all tasks related to obtaining final approval and occupancy permit from the authorities having jurisdiction and the provision of warranty services.
- 1.2.44 Phase 2 Proposal is defined and described in Section 2.3 of the Contract.

- **1.2.45** *Project* is the City of Snoqualmie Community Center Expansion Project and all Work associated therewith.
- 1.2.46 Reference Documents are those documents itemized in Exhibit A.
- **1.2.47** Safety Representative is defined and described in Section 2.8.1 of these General Conditions of Contract.
- **1.2.48** *Scheduled Substantial Completion Date* is the date set forth in the Contract at Section 6.2.1 and is subject to adjustment in accordance with these General Conditions of Contract.
- **1.2.49** Site is the land or premises on which the Project is located.
- **1.2.50** Subcontractor is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.
- **1.2.51** Sub-Subcontractor is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.
- 1.2.52 Substantial Completion or Substantially Complete means the Work, or a designated portion thereof approved by the Owner, except for agreed incidental corrective or punch list items, is sufficiently complete in accordance with the Contract Documents such that Owner can occupy and use the Project or a portion thereof for its intended purposes, and Design-Builder has provided all documentation and other information as is required by Section 6.6 of these General Conditions. The Work is not Substantially Complete unless the Owner can: reasonably judge that the Work can achieve Final Completion within sixty (60) days (or such other period of time as is specified in the Design-Build Documents); appropriate cleaning has occurred; all designated systems and portions thereof are usable, including the HVAC system; utilities are connected and operating normally; Owner training sessions have begun; all required permits and approvals have been issued by the authorities having jurisdiction; O&M manuals have been submitted for review; and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may take beneficial occupancy of the Work or a designated portion thereof does not indicate that the Work is acceptable in whole or in part.
- **1.2.53** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring, and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.
- **1.2.54** Construction Change Directive is defined and described in Section 9.2 of these General Conditions of Contract.
- **1.2.55** Work Product is defined and described in Section 5.1 of the Contract.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and Owner's Representative and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be

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vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder. Design-Builder shall be lawfully licensed, bonded, and insured in the jurisdiction where the Project is located. The Design-Builder shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Design-Builder is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner.

- **2.1.2** Design-Builder shall provide Owner Owner's Representative and with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Contract; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work, within the GMP, for the Contract Price and within the Contract Time(s).
- **2.1.3** Pursuant to Section 2.3.1.4 of the Contract, Design-Builder shall prepare and submit a schedule for the execution of the Phase 2 Work for Owner's review and response (Project Schedule). The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- **2.1.4** The parties will meet within seven (7) days after execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the (i) the care and skill necessary to comply with the requirements of this Contract and (ii) care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project, whichever is greater. Notwithstanding the preceding sentence, if the Owner's Project Criteria contains specific performance standards for any aspect of the Work, the design professional services shall be performed to achieve such standards.

2.4 Design Development Services.

- Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1 hereof and Section 2.1.1 of the Contract. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things. the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3 hereof, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.
- **2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.
- **2.4.3** Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.
- **2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity or authority having jurisdiction over the Project.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary

utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

- **2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- **2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed in the state of Washington and qualified to perform the Work consistent with the Contract Documents. Owner approves Subcontractors identified in Section 10.3 of the Contract as Key Firms and Key Personnel. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.
 - 2.7.3.1 The Design-Builder shall include the language of this sub-paragraph in each of its first tier subcontracts, and shall require each of its Subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of Owner, Design-Builder shall promptly provide documentation to Owner demonstrating that the Subcontractor meets the subcontractor responsibility criteria below. The requirements of this subsection apply to all subcontractors regardless of tier. At the time of subcontract execution, Design-Builder shall verify that each of its first tier Subcontractors meets the following bidder responsibility criteria:
 - Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b) Have a current Washington Unified Business Identifier (UBI) number;
 - c) If applicable, have:
 - Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 - vi. Receipt of training on the requirements related to public works and prevailing wages under Chapters 39.04 and 39.12 RCW to a person or persons designate by Bidder. This training must be provided by the Department of Labor and Industries (L&I) or by a training provider whose curriculum is approved by L&I. L&I, in consultation with the prevailing wage advisory committee, will determine the length of this training. Bidders that have completed three or more public works projects and have had a valid business license in

Washington for three or more years are exempt from the training requirement stated in this subparagraph.

- d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- **2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- **2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- **2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.
- 2.7.7 Prevailing Wage Requirements. The Design-Builder and each Subcontractor engaged in the Work shall pay all workers, laborers, or mechanics employed in the performance of any part of the Work an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries. It is the Design-Builder's responsibility to determine the appropriate classifications and verify the applicable prevailing wage rates in effect at the time the proposal submittal is due. A worker, laborer, or mechanic whose type of work is not covered by any of the prevailing wage classifications and rates established by the Department of Labor and Industries shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed, or as determined by the Industrial Statistician of the Washington Department of Labor and Industries.

The hourly minimum rates for wages and fringe benefits can be obtained at the following URL:

https://lni.wa.gov/forms-publications/f700-032-000.pdf

Printed copies of the current prevailing wage rates shall be available for viewing at project work site. Owner will mail a hard copy of the prevailing wage rates upon written request received within seven days of the Proposal Submittal Date.

- **2.7.7.1 State wages**: In accordance with RCW 39.12.020, the Design-Builder shall post on the Project site a copy of the approved Statements of Intent to Pay Prevailing Wages for the Design-Builder and every subcontractor of any tier. In addition, the Design-Builder shall post contact information for the Department of Labor and Industries regarding where a complaint about prevailing wages may be filed.
- **2.7.7.2** Owner does not guarantee that labor can be procured for the minimum wages provided for in the applicable prevailing wages. The prevailing rates of wages listed are a minimum only, below which Design-Builder cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed. Design-Builder shall

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ascertain the wages above the minimum set forth that may have to be paid.

- 2.7.7.3 Before commencing the Work, Design-Builder and all Subcontractors, regardless of tier, shall file with the Owner a "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor and Industries certifying the rate of hourly wage to be paid each classification of worker, laborer, or mechanic to be employed upon the Work by the Design-Builder and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate. Before any payment is made by the Owner of any sums due under this contract, the Owner must receive from the Design-Builder and any Subcontractor, regardless of tier, a copy of the approved "Statement of Intent to Pay Prevailing Wages." Also following the Final Acceptance of the project, the Owner must receive from the Design-Builder and each Subcontractor, regardless of tier, a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor and Industries. The Design-Builder and each Subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. These affidavits will be required before any funds retained, according to the provisions of RCW 60.28.011, are released to the Design-Builder.
- **2.7.7.4** Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

2.8 Design-Builder's Responsibility for Project Safety.

- 2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. (Note that the Safety Representative stated herein and the Safety Manager stated in Article 10.3 of the Contract are separate roles.) Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.
- **2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
- **2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

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- **2.8.4** The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work, including observance of drug testing and all smoking, tobacco, drug, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel at the Owner's property and at the Project Site. Without change to the GMP or Contract Time, the Design-Builder shall remove from the Work and Work Site any employee or other person pursuant to this Section 2.8.4. Failure to comply with these requirements is grounds for immediate termination of the Contract for Cause.
- **2.8.5** The Design-Builder shall comply with the pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Ch. 296-155 WAC, "Safety Standards for Construction Work."
- **2.8.6** Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-307-560 et seq., the Design-Builder shall provide the Owner copies of and have available at the Project Site a workplace survey and material safety data sheets for all "hazardous" chemicals under the control or use of Design-Builder or any Subcontractor of any tier at the Project Site.

2.9 Warranties and Guaranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, are considered defective. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Nonconforming Work.

- **2.10.1** The Design-Builder shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Final Acceptance and whether or not fabricated, installed or completed. All costs related to the correcting of such rejected Work, including additional testing, shall be at the Design-Builder's expense. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, whether discovered during construction or within a period of one year from the date of Final Completion or within such longer period to the extent required by any specific warranty included in the Contract Documents. This includes that part of the Work subject to Section 2.9 herein.
- 2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own or other contracted forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

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2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.11 Non-Discrimination.

- **2.11.1** Design-Builder shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Design-Builder shall not participate either directly or indirectly in such discrimination, including discrimination in employment practices. In the event of Design-Builder's noncompliance with the nondiscrimination provisions of the Contract Documents, Owner shall impose such sanctions as it, or the Owner's funding agencies, may determine to be appropriate, including, but not limited to: (a) withholding of payments to Design-Builder until Design-Builder complies, and (b) termination or suspension of the Contract, in whole or in part.
- **2.11.2** Design-Builder shall actively and in good faith provide opportunities for underutilized firms as Design Consultants, Subcontractors and suppliers in the performance of the Phase 1 & Phase 2 Services. Design-Builder shall consider granting contracts to Underutilized Firms on the basis of substantially equal proposals in the light most favorable to the Underutilized Firm. Design-Builder shall implement an Outreach and Inclusion Plan, reviewed and approved by the Owner prior to the execution of this Contract, that outlines the proactive strategies, resource commitments, and specific steps Design-Builder will take to effectively reach out to Underutilized Firms for the performance of the Phase 2 Services. As requested by Owner, Design-Builder shall furnish evidence of its compliance with these requirements. As used in this section, Underutilized Firms shall include the following business types at the aspiration goals identified: minority business enterprises (MBEs) (10%), women business enterprises (WBEs) (6%), small business enterprises (SBEs) (5%) and Local Businesses (25%). The percentages identified are based on the Design-Build Contract total value. The terms MBE, WBE, and SBE are any such business that have been so certified by the State of Washington. The term Local Business shall be defined as a business having headquarters in King County, Washington.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

- **3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations, and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.
- **3.1.2** Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the Project Schedule.
- **3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1. Reference Documents. Owner has provided Design-Builder with access to the reference documents (the "Reference Documents") listed in **Exhibit A** to the Contract. Owner provides such Reference Documents to Design-Builder for information only. Design-Builder understands and agrees that Owner shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost or cause of action whatsoever suffered by Design-Builder by reason

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of any use of any information contained in the Reference Documents or any action or forbearance in reliance thereon. Design-Builder further acknowledges and agrees that (a) if and to the extent Design-Builder or anyone on Design-Builder's behalf uses any of the information in the Reference Documents in any way, such use is made on the basis that Design-Builder, not Owner, has approved and is responsible for such information, and (b) Design-Builder is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement such information, and that any use of such information is entirely at Design Builder's own risk and at its own discretion.

3.2.2 Except as otherwise provided in the Contract Documents, Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Reserved.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions, or defects in the performance of the Work. Provided, however, that the failure of Owner's Representative to provide such notice shall not relieve Design-Builder from the obligation to perform the Work and deliver the Project in a manner consistent with its obligations under the Contract Documents. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees for the Project.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Design-Builder is generally responsible for testing and inspection necessary to identify the existence of any Hazardous Conditions on the Site, and to take all necessary measures required to ensure that the Hazard Conditions are remediated or rendered harmless consistent with applicable Legal Requirements. Such necessary measures may include Design-Builder retaining qualified independent experts.

- **4.1.2** If Design-Builder encounters Hazardous Conditions during the course of its performance of the Work, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.
- **4.1.3** Design-Builder shall be entitled to resume Work at the affected area of the Project only after it certifies in writing that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.
- **4.1.4** Design-Builder will be entitled, in accordance with these General Conditions, to an adjustment in the GMP and/or Contract Time(s) only to the extent that (1) Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions; (2) Design-Builder could not have reasonably identified such Hazardous Conditions in the course of its performance of its testing and inspection obligations under this Agreement including Section 4.1.1 herein; and (3) Design-Builder establishes an adverse impact to the critical path caused by the presence of such Hazardous Conditions. If Design-Builder seeks to have the GMP or the Contract Time, or both, adjusted due to any Hazardous Conditions, Design-Builder shall comply with the provisions of Section 9.1.3 of these General Conditions (Design-Builder Change Order Proposal) in addition to the requirements of this Article 4. If Design-Builder has complied with this Article 4 and Section 9.1.3 of these General Conditions and Owner and Design-Builder cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in GMP or Contract Time, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Design-Builder, the Design-Builder may make a Claim therefor as provided in Article 10.
- **4.1.5** Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors, or anyone for whose acts they may be liable or responsible. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.
- **4.1.6** Design Builder shall not use or otherwise incorporate any asbestos-containing materials or products in the Work. At the time of final acceptance, Design-Builder shall submit a letter to the Owner that no asbestos-containing materials or products have been installed in the building in violation of this contractual provision and applicable laws.

4.1.7 Training and Reporting

- **4.1.7.1** All workers onsite who are involved in demolition, construction, installation or excavation activities must have current Asbestos Awareness Training, as required by WAC 296-62-07722(6).
- **4.1.7.2** Prior to bringing onsite any chemicals listed in 6 CFR part 27, Appendix A, the Design-Builder shall submit for itself and for all Subcontractors a completed "Contractor Declaration and Reporting Form for Department of Homeland Security Chemicals of Interest."

4.1.8 General Requirements When Design-Builder Performs Hazardous Conditions Abatement

4.1.8.1 SUPERVISORY AUTHORITY: Design-Builder assumes all responsibilities and shall perform all required work under applicable regulations related to their supervisory authority over Subcontractors and personnel performing work related to

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hazardous materials.

- **4.1.8.2** ACCESS RESTRICTIONS: Work described in the Contract Documents includes restriction of access to work areas during hazardous materials activities. Access to various work areas by the general public, Subcontractors, and other individuals will not be possible during certain hazardous materials work sequences, as specified in the Contract Documents. Design-Builder shall coordinate the Work to facilitate access by Subcontractors while enforcing work area restrictions, and shall minimize disruption to building occupants and services.
- **4.1.8.3** WORKING HOURS: No hazardous materials work shall occur when building users have access to work areas. Schedule all hazardous materials work to occur in accordance with schedule requirements outlined elsewhere in the Contract Documents, and when work areas have been vacated by building users.
- **4.1.8.4** EMERGENCY CONTACTS: Designated qualified representatives of the Contractor and specific hazardous materials Subcontractors are to be available on a 24-hour emergency basis for the duration of the Work. Provide contact information to the Owner's Representative for inclusion in the Project emergency contact list.
- **4.1.8.5** GENERAL HAZARDOUS MATERIALS SUBMITTALS: Design-Builder shall review the scope of work and submittal requirements outlined in the Contract Documents. Design-Builder shall submit, and require all subcontractors performing the work of handling or disposing of any hazardous materials to submit, pertinent information required by the Contract Documents. Examples of work and impact may include abatement, demolition, saw cutting, roto-hammering, welding, sanding, drilling, scraping or other remodeling and metals-related impact, impact of asbestos-containing joint compound or other material with <1% asbestos, PCB ballast removal or light tube removal and disposal.
- **4.1.8.6** REGULATIONS, LAWS and ORDINANCES: Design-Builder shall comply with all applicable regulations, laws and ordinances concerning the impact, removal, handling, storage, disposal, monitoring and protection against exposure or environmental pollution related to hazardous or regulated materials and conditions. Impacts to hazardous or regulated materials that may be required by the Work may include, but are not limited to: manual demolition, mechanical demolition, cutting, sawing, drilling, sanding, scraping, welding, power-washing or torch-cutting. Confirm required impacts with other applicable specification sections and drawing sheets. Design-Builder shall furnish all labor, materials, equipment, services and insurance that is specified, shown, or reasonably implied for the removal and handling of hazardous materials as part of the Work.

4.2 Differing Site Conditions.

4.2.1 Differing Site Condition. If Design Builder encounters conditions at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (collectively, a "Differing Site Condition"), then Design Builder shall give written notice to Owner within 24 hours after becoming aware of or having encountered such condition. Design-Builder shall not further disturb the Differing Site Condition or perform any Work in connection therewith (except for an emergency) until receipt of written order to do so. After receipt of such written notice, Owner will promptly review the pertinent condition.

4.2.2 Possible GMP and Contract Time Adjustments

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- **4.2.2.1** If Design-Builder seeks to have the GMP or the Contract Time, or both, adjusted due to the existence of a Differing Site Condition, Design-Builder shall comply with the provisions of Article 9 in addition to the requirements of this Section 4.2.
- **4.2.2.2** Design-Builder shall not be entitled to any adjustment in the Contract Price or Contract Time if:
 - a) Design-Builder knew or should have reasonably known of the existence of such conditions at the time Design-Builder and Owner negotiated this Contract; or
 - b) Design-Builder failed to give the written notice as required by Section 4.2 and/or comply with Article 9.
- **4.2.2.3** If Design-Builder knows or should have known of a Differing Site Condition during Phase 1 of the Project, but fails to mitigate by taking the Differing Site Condition into account in its design, the adjustment to the GMP or Contract Time will be limited to the adjustment, if any, that Design-Builder would have been entitled to if Design-Builder had not so failed to mitigate.
- **4.2.2.4** If Design-Builder complies with the provisions of Article 9 and this Section 4.2 and Owner and Design-Builder are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the GMP or Contract Time, or both, a Claim may be made by Design-Builder as provided in Article 10.

Article 5

Insurance and Bonds

- **5.1 Insurance.** The Design-Builder shall provide insurance consistent with and in accordance with the requirements of Article 11 of the Contract.
- **5.2 Bonds.** The Design-Builder shall provide performance and payment bonds consistent with and in accordance with the requirements of Article 11 of the Contract.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 The Design-Builder shall submit a Schedule of Values at least 15 days prior to submitting their first Application for Payment for Phase 2 Work. The Schedule of Values shall reasonably allocate the Contract Sum among the various portions of the Work; be complete; be organized to include detailed breakdown of each major unit of the Work; be organized to correspond to Design-Builder's schedule; break down the Contract Sum showing the value assigned to each part of the Work; break down costs into separate values for labor and materials; be so organized as to facilitate assessment of work and payment of Subcontractors; and be balanced. To the greatest extent possible, the breakdown shall use the same tasks or units as the Design-Builder's CPM schedule. Design-Builder shall provide documentation substantiating the cost allocation if asked by the Owner. Upon acceptance of the Schedule of Values by the Owner, it shall be used as a basis for all requests for payment. In addition to the items above, the Schedule of Values shall include line items for the following:

- .1 Total of mobilization costs, Design-Build Contractor and Subcontractors, shall be a maximum of one-half of one percent (0.5%) of the GMP.
- .2 Payment applicable to the expenses of Design-Builder's contractually required bond and builder's risk insurance will be invoiced 100% and paid in full in the first payment application after the certificates, policies, and bonds have been provided to the Owner.
- .3 No payment will be made for shop drawings or submittals until on-site receipt of materials, except for structural steel, fire sprinkler, automatic temperature control, and fire alarm shop drawings.
- .4 The schedule of values shall allocate at least one-half of one percent (0.5%) of the GMP to Commissioning of Operational Systems, as defined in the Design-Build Documents.
- .5 The schedule of values shall allocate at least one-half of one percent (0.5%) of the GMP for completion of punchlist items.
- .6 The schedule of values shall allocate at least one-quarter of one percent (0.25%) of the GMP for completion of approved operations and maintenance data and the delivery of warranties.
- .7 The schedule of values shall allocate at least one-quarter of one percent (0.25%) of the GMP for completion of record drawings, delivery of extra stock, and all other documentation or items of the Work required for Final Completion of the entire Project.
- .8 None of the percentages in this Section 9.2.1 are the statutory retainage described in Section 9.3.4 or any other retainage from amounts earned, but rather this allocation requires the Design-Builder to recognize that the Design-Builder and its Subcontractors will expend significant costs in advancing the line item of the Work from Substantial Completion to Final Completion. These amounts are not earned until Final Completion is accomplished, respectively, for a line item or the Work as a whole. At its sole discretion, the Owner may release portions of this amount progressively as items are completed.
- .9 Separately itemize line item costs (or percentages when applicable) for permits, bonds, and insurance.
- **6.1.2** The Owner will timely review and approve the Schedule of Values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Payments.

Owner shall make payments for Phase 1 and Phase 2 Services in accordance with Section 8 of the Contract.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due, less statutory retainage. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment because of Design-Builder's failure to meet its

obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

6.4 Reserved.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants, Subcontractors and Suppliers, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

- **6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice (and all required documents and information), Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion. Design-Builder's notice shall include the following documents and information:
 - **6.6.1.1** An affidavit certifying that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work through the date of the notice which will in any way affect Owner's interests;
 - **6.6.1.2** All operating manuals, warranties, record documents and other deliverables required by the Contract Documents;
 - **6.6.1.3** A signed and stamped set of all calculations supporting the design of the Project;
 - **6.6.1.4** Design-Builder's punchlist of items to be completed or corrected and a written request for the Owner to make an inspection.
 - **6.6.1.5** Documentation to show or statement confirming that final start-up and testing on all building systems has been completed has been completed and that instruction and training sessions on those systems has begun.

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- **6.6.1.6** Documentation to show that applicable occupancy permits have been obtained, including fire/life safety systems and health department approval, elevator permits, and similar approvals or certificates by governing authorities and franchised services, assuring the Owner's full access and use of completed Work.
- **6.6.1.7** Documentation to show or statement to confirm that final changeover of locks has been completed and that new keys have been transmitted to the Owner, and advising the Owner of the changeover in security provisions.
- **6.6.1.8** Documentation to show or statement to confirm that temporary facilities and services have been either discontinued, changed over to the Owner or removed from the Project site as required for the facility to be utilized for its intended purpose.
- **6.6.1.9** Notice advising the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
- **6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, and subject to the Retainage requirements of RCW 60.28 and Section 8.3 of the Contract.
- **6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

- **6.7.1** After receipt of a Final Application for Payment from Design-Builder, together with all information required by Section 6.7.2 below, Owner shall make final payment by the time required in the Contract if Design-Builder has achieved Final Completion.
- **6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:
 - **6.7.2.1** An affidavit certifying that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests:
 - **6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;
 - **6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;
 - **6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and
 - **6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

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6.7.3 Reserved.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

- **7.1.1** Design-Builder shall defend, with counsel reasonably acceptable to Owner, any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses incurred by or awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.
- **7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.
- **7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after Acceptance. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.
- **7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance

with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

- **7.3.1** Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.
- 7.4 Design-Builder's General Indemnification. Design-Builder shall defend, indemnify and hold the Owner, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Owner.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Design-Builder and the Owner, its officers, officials, employees, and volunteers, the Design-Builder's liability hereunder shall be only to the extent of the Design-Builder's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Design-Builder's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 6 of the Contract. By executing the Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of Design-Builder. By way of example, events that may entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. Design-Builder shall make all reasonable efforts to prevent and mitigate the effects of any delay,

whether occasioned by an act of Force Majeure or otherwise. In no event, however, shall the Design-Builder be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Project schedule, so as to actually delay the Project completion beyond the date of Substantial Completion or (2) delay transforming an activity into the critical path of the Project schedule, so as to actually delay the Project completion beyond the date of Substantial Completion.

- **8.2.2** Design-Builder is not entitled to a change in Contract Time unless the progress of the Work on the critical path is delayed and Substantial Completion of the Work within Contract Time is delayed. A Request for a Change Order that includes a request for an adjustment in the Contract Time shall be delivered to Owner in accordance with Article 9 herein and, in addition to any requirements in Article 9, shall:
 - a. Include a clear explanation of how the event or conditions specifically impacted the critical path and overall construction schedule and the amount of the adjustment in Contract Time requested.
 - b. Demonstrate that the delay could not have been avoided by re-sequencing of the Work or other reasonable alternatives.
 - c. Be limited to the change in the critical path of a construction schedule, and any updates, attributable to the event or conditions which caused the request for adjustment.
- **8.3** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder may also be entitled to an appropriate adjustment of the GMP; except that the GMP shall not be adjusted for Force Majeure Events.
 - 8.3.1 If the delay was not caused by the Owner, the Design-Builder, a Subcontractor of any tier, or the Engineer, or anyone acting on behalf of any of them, the Design-Builder is entitled only to an increase in the Contract Time in accordance with the Design-Build Documents but not an increase in the GMP. If the delay was caused by the Design-Builder, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Design-Builder is not entitled to an increase in the Contract Time or in the GMP. The Design-Builder shall be entitled to a change in the GMP only if the delay was caused by the Owner or anyone acting on behalf of it. The Design-Builder shall not recover damages, an equitable adjustment or an increase in the GMP or Contract Time from the Owner where the Design-Builder could have reasonably avoided the delay by the exercise of due diligence. The Design-Builder shall be able to recover an increase in the GMP, provided it is consistent with the terms of the Design-Build Documents, only if the delay was in the critical path, could not have reasonably been avoided, delays the critical path for at least one working day, and was caused by the Owner or anyone acting on its behalf as permitted under the Design-Build Documents. The Owner is not obligated directly or indirectly for damages, an equitable adjustment, or an increase in the GMP for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
 - **8.3.2** In the event the Design-Builder is held to be entitled to an increase in the GMP, it is agreed that the total combined damages awardable against the Owner for each day of delay shall be limited to the original Design-Builder's general conditions costs divided by the total number of days of Contract Time. For any impact and delay costs to Subcontractors for which the Owner is responsible under the Design-Build Documents, damages awardable against the Owner shall be limited to the Subcontractor's project management, superintendence and administrative staff located and working directly at the Project site and only for the extended duration that such staff are required to work beyond the original required date of Substantial Completion and ending no later than the date at which Substantial Completion is achieved, with no Subcontractor Fee or overhead

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added to such costs. By submitting its proposal and by signing the GMP Amendment, the Design-Builder represents that it would be difficult if not impossible to determine the amount of any delay damages due it, that it has taken this provision for liquidated damages into consideration in its bid, and that these liquidated damages are a reasonable estimate of its loss. No damages will be allowed for any time prior to seven (7) days before receipt of written notice of the Claim of the delay pursuant to Article 4.

- **8.3.3** The Design-Builder shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, schedule compression; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or expanded overhead or general conditions; profit upon damages for delay; impact damages; cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Design-Builder or its Subcontractors of any tier is fully compensated through the percentage Fee on Change Orders paid and any delay damages paid hereunder.
- **8.3.4** The Design-Builder shall not be entitled to any adjustment in the Contract Time or the GMP, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time not on the critical path or time between the Design-Builder's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Design-Builder's Construction Schedule.

Article 9

Changes to the GMP and Contract Time

- 9.1 Authorized Changes in the Work
 - **9.1.1 General.** After execution of the Contract, Changes in the Work are effective solely by Change Order or Construction Change Directive.
 - **9.1.2 Change Order.** A Change Order is a written instrument issued after execution of the Contract signed by Owner and Design-Builder, stating their agreement upon all of the following:
 - **9.1.2.1** The scope of the change in the Work;
 - 9.1.2.2 The amount of the adjustment to the GMP, if any; and
 - **9.1.2.3** The extent of the adjustment to the Contract Time(s), if any.

A Change Order shall constitute full payment and final settlement of all Claims for Contract Time adjustment and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either recovered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment

9.1.3 Design-Builder Change Order Proposal. Change Order requests may be initiated by Design-Builder in accordance with this subsection 9.1.3.

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9.1.3.1 If Design-Builder believes that it is entitled to relief for any event or condition arising out of or related to the Work or Project, Design-Builder shall provide to Owner a written Notice of Intent to Submit a Change Order Proposal no later than seven days after the event or condition giving rise to the claim for relief.

- 9.1.3.2 Unless the Owner's Representative issues written notice authorizing Design-Builder additional time to submit the Change Order Proposal, Design-Builder shall provide a written Change Order Proposal to the Owner's Representative no later than 21 days after delivery of the Notice of Intent to Submit a Change Order Proposal. The Change Order Proposal must include (a) specific dollar amount of the requested change to GMP, covering all costs associated with the requested Change Order; (b) specific request for change in Contract Time (number of days); and (c) all documentation supporting the Request for a Change Order, including but not limited to all cost records, schedule analysis, and the documents identified in the Contract Documents, that are in any way relevant to the Design-Builder's Change Order Proposal.
- **9.1.3.3** Pending resolution of Design-Builder's Request for a Change Order, Design-Builder shall continue to perform all Work including, at the written request of the Owner, the work associated with the pending Change Order Proposal.
- **9.1.3.4** A Change Order Proposal that is not accepted by Owner within 30 days after receipt by Owner is deemed denied.
- 9.1.3.5 If Design-Builder disagrees with denial of a Change Order Proposal, the Design-Builder's sole remedy shall be to file a fully documented Claim in accordance with Article 10 within 30 days after Design-Builder's receipt of the denial or within thirty (30) days after the denial is deemed to have occurred under Section 9.1.3.4 above.
- **9.1.4 Unilateral Change Order.** Owner may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to sureties. If any such Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Work, Owner may make an adjustment in the GMP, Contract Time, or both, in accordance with the Contract Documents. If Design-Builder disagrees with the adjustment to the GMP or Contract Time as indicated in a Unilateral Change Order, Design-Builder's only remedy shall be to file a fully documented Claim in accordance with Article 10. Regardless of any such disagreement, the Design-Builder is required to continue with performance of all Work, including work associated with the Unilateral Change Order.
- **9.1.5** Owner Change Order Proposal. Change requests may be initiated by Owner through a Change Order Proposal submitted to Design-Builder. Such a request is for information and pricing only, and is not an instruction to execute changes or to stop work in progress, unless issued as a Construction Change Directive. Upon receipt of the Owner Change Order Proposal, the Design-Builder shall promptly submit its proposed costs and pricing. If Owner and Design-Builder agree to the terms of the cost and pricing for the proposed change, they shall execute a mutually acceptable Change Order to authorize the change.

9.2 Construction Change Directives.

- **9.2.1** A Construction Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).
- **9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Construction Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the GMP and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 GMP Adjustments.

- **9.4.1** For the Design-Builder, the value of any changed Work or of any Claim for an increase or decrease in the GMP or Contract Sum shall be limited to the Cost of the Work and the Fee and markups set forth in the Agreement. For Subcontractors of any tier, the total cost of any changed Work or of any other increase or decrease in the GMP or Contract Sum, including a Claim, shall be established based on lump sum quotations whenever possible. If the parties are unable to agree upon such lump sum costs, then such reimbursable costs shall be limited to the following components:
 - **9.4.1.1** Direct labor costs: These are the actual labor costs determined by the number of additional craft hours and the hourly costs necessary for the Subcontractor to perform the Change in the Work. The hourly cost shall be based upon the following:
 - .1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Subcontractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Subcontractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Subcontractors shall provide to the Owner copies of payroll records, including certified payroll statements upon the Owner's request.
 - .2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
 - .3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
 - **9.4.1.2 Direct material costs:** This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the Change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.
 - **9.4.1.3 Construction equipment usage costs:** This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work is

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used solely on the change at the site times the applicable rental cost as established in Exhibit C and if not established therein, then by the lower of the local prevailing rate published in The Rental Rate Blue Book by EquipmentWatch, Atlanta, Georgia, as modified by the latest edition of the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site. If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the change are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for providing all oil, lubrication, repairs, maintenance, and insurance. No gas surcharges shall be charged to Owner unless charged to Design-Builder by the vendor. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for longer than one (1) week) on the changed Work shall be fifty percent (50%) of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.

- **9.4.1.4 Costs of Lower-Tier Subcontractors:** These are payments a Subcontractor makes to lower-tier Subcontractors for changed Work performed by such lower-tier Subcontractors. Such Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 9.4.
- **9.4.1.5 Subcontractor's Fee:** This is the percentage amount for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineer, other engineers (except design engineers), estimator, and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, layout and control, quality control/assurance, purchasing, small or hand tool (a tool that costs \$500 or less and is normally provided by the performing contractor) or expendable charges, preparation of as-built drawings, impact on unchanged Work, Claim and Change preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No Fee shall be due, however, for direct settlements of Subcontractor claims by the Owner after Substantial Completion. The Fee shall be limited in all cases to the following schedule:
 - .1 A Subcontractor of any tier shall receive 12% of the cost of any materials supplied or work properly performed by that Subcontractor's own forces.
 - .2 A Subcontractor of any tier shall receive 8% of the amount owed (less fee) directly to a lower-tier Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.
 - .3 A Subcontractor of any tier shall receive no more than 5% of any amounts owed (less fee) to any remote, sub-tier subcontractors which are within the lines of contractual responsibility but not in privity of contract with such Subcontractor, for work performed by that remote, sub-tier subcontractor.
 - .4 The cost to which this Fee is to be applied shall be determined in accordance with Sections GC-7.6.1 through GC-7.6.4. None of the fee percentages

authorized in this Section GC-7.6.5 may be compounded with any other fee percentage or percentages authorized in this paragraph.

.5 The total summed Fee of the first-tier Subcontractor and all lower-tier Subcontractors shall not exceed 25%. If the Fee would otherwise exceed 25%, the Design-Builder shall proportionately reduce the Fee percentage for the Design-Builder and all Subcontractors except for the Subcontractor supplying material or performing work with its own forces. None of the fee in this Section **9.4.1.5** may be compounded with any other fee percentage or percentages authorized in this Section.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. The parties acknowledge that the fees listed in this Section **9.4.1.5** are higher than the fees and overhead normally included in determining the Subcontractor's subcontract price; that these higher percentages are a sufficient amount to compensate the Subcontractor for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Subcontractor for some Changes compensates the Subcontractor for any Changes for which the Subcontractor believes the percentage is otherwise insufficient.

- **9.4.1.6** Cost of change in insurance or bond premium. This is added to the sum of the amounts specified in Sections **9.4.1.1** through **9.4.1.5** and is defined as:
 - .1 Subcontractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance, subject to audit, and not to exceed 1.25%) of any changes in the Subcontractor's liability insurance arising directly from the changed Work; and
 - .2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability, subject to audit, and not to exceed 1.0%) of the change in the Subcontractor's premium for any statutorily or contractually required performance and payment bond arising directly from the changed Work.

Upon request, the Subcontractor shall provide the Owner with supporting documentation from its insurer or surety of any claimed cost.

9.4.1.7 The costs reimbursable to Design-Builder and Subcontractors of any tier may not include consultant costs, attorneys' fees, or Claim preparation expenses as such matters are not recoverable from the Owner.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the GMP and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Claims and Disputes

- **10.1 Condition Precedent to Filing a Claim.** The following actions are a mandatory condition precedent to filing a Claim: (a) a Design-Builder initiated Change Order Proposal is denied by the Owner or (b) a Unilateral Change Order is issued by the Owner.
- Claim Deadline. Unless otherwise agreed to in writing by the Owner, a fully documented Claim shall be received by the Owner within thirty (30) days after the denial or deemed denial of a Design-Builder initiated Change Order Proposal, or, in the case of a Unilateral Change Order, Design-Builder's receipt of Owner's decision regarding Contract Time or GMP adjustments pursuant to the Unilateral Change Order. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Design-Builder, on behalf of itself and its Subcontractors and suppliers, of the Unilateral Change Order or the Owner's denial or deemed denial of a Design-Builder initiated Change Order Proposal. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Design-Builder initiated Change Order Proposal or Unilateral Change Order.
- **10.3 Design-Builder's Obligation to Continue Work.** Pending final decision of a Claim hereunder, the Design-Builder shall proceed diligently with the performance of the Work, including that work associated with the Claim, and maintain its progress with the Work. Failure to proceed as required herein shall constitute grounds for termination for cause under Article 11.
- **10.4** Information Required in a Fully Documented Claim. Every Claim must be submitted by Design-Builder, in writing and clearly designated by Design-Builder as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:
 - **10.4.1** A detailed factual statement of the Claim providing all necessary details, locations, and items of Work affected;
 - **10.4.2** The date on which facts arose that gave rise to the Claim;
 - **10.4.3** The name of each person employed or associated with Design-Builder, Subcontractors, suppliers, and/or the Owner with knowledge about the event or condition which gave rise to the Claim;
 - **10.4.4** Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;
 - **10.4.5** The specific provisions of the Contract Documents on which the Claim is based;
 - **10.4.6** if an adjustment in the GMP is sought, the exact amount sought, calculated in accordance with the Contract Document and accompanied by all records supporting the Claim;
 - **10.4.7** If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason Design-Builder believes an adjustment in the Contract Time should be granted; and Design-Builder's analyses of its construction schedule, any specific schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and,
 - **10.4.8** A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Design-Builder's knowledge and belief, that the

Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the GMP or Contract Time for which Design-Builder believes the Owner is liable.

- 10.5 Cooperation/Claims Audit. Design-Builder shall cooperate with Owner or its designee in the evaluation of its Claim and provide all information and documentation requested by Owner or its designee. Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Design-Builder, or Subcontractors of any tier, to maintain and retain reasonably sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Design-Builder, or Subcontractors of any tier, shall constitute a waiver of that part of the Claim and shall bar any recovery on that part of the Claim.
- 10.6 Owner Evaluation of Claim. After Design-Builder has submitted a fully documented Claim that complies with Article 10, Owner shall respond, in writing, to Design-Builder within sixty (60) days from the date the fully documented Claim is received with a decision regarding the Claim. The Claim shall be deemed denied upon the 61st day following receipt of the Claim by Owner. Any Claims not fully resolved must be submitted to Dispute Resolution in accordance with Section 10.7.

10.7 Dispute Avoidance and Resolution.

- 10.7.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a Claim or other disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such Claim.
- 10.7.4 If after meeting the Senior Representatives determine that the Claim or other disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator. An officer of the Design-Builder and the Owner must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the Design-Builder's Engineer or Subcontractors of any tier, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Design-Builder mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Acceptance by the Owner. If the parties have not reached an agreement on a mediator within thirty (30) days of the request, either party may submit the unresolved claims or disputes to either JAMS, Seattle, Washington, or such other alternative dispute resolution service to which the parties mutually agree, for appointment of a single The parties to the mediation 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.
- 10.8 Litigation. Any Claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.7 above shall be decided by litigation, unless the parties mutually agree in writing otherwise. All unresolved Claims of Design-Builder shall be waived and released unless Design-Builder has complied with the time limits of the Contract Documents, and

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litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion of all the Work designated in writing by Owner or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by Owner and Design-Builder. The pendency of mediation shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or 30 days after the last mediation session ended with no further sessions scheduled by the mediator. Neither the Design-Builder nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund to the extent allowable under law).

10.9 CONSEQUENTIAL DAMAGES.

- 10.9.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.9.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING. Costs and damages for which Owner shall not be liable under any circumstances include, but are not limited to: (a) borrowing or interest costs, charges, or expenses of Design-Builder; (b) alleged lost profit or overhead on any other project; and (c) Design-Builder's failure or inability to obtain other work.
- **10.9.2** The consequential damages limitation set forth in Section 10.9.1 above is not intended to affect the payment of liquidated damages which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

- **11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work.
- **11.1.2** Design-Builder is entitled to seek an adjustment of the GMP and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.
- 11.1.3 If the Design-Builder fails to correct Work that is not in conformance with the requirements of the Design-Build Documents or persistently or materially fails to carry out Work in accordance with the Design-Build Documents, the Owner may, without change to the GMP or the Contract Time, issue a written order to the Design-Builder signed personally or by an agent specifically so empowered by the Owner directing the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the

Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

- **11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Builder of such declaration.
- **11.2.3** Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Contract establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed under this Contract. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Contract for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of Article 9 of the Contract.

11.3 Reserved.

11.4 Design-Builder's Right to Terminate for Cause.

- **11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:
 - **11.4.1.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to Force Majeure Events, the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.
 - **11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days

during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within thirty (30) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 9 of the Contract.

11.5 Bankruptcy of Design-Builder.

- **11.5.1** If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Design-Builder's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
 - **11.5.1.1** The Design-Builder, its trustee or other successor, shall furnish, upon request of the Owner, adequate assurance of the ability of the Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and
 - **11.5.1.2** The Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Design-Builder fails to comply with its foregoing obligations, the Owner shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to the Owner under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the Owner to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of

the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

- **12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Contract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.
- **12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 5 of the Contract. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

- 12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.
- **12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.
- **12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.
- **12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the

Confidential Information and agrees to use the Confidential Information solely in connection with the Project. Except for Confidential Information as defined above, all proceedings, records, contracts, and other public records relating to public works are open to the inspection of any interested person, firm or corporation in accordance with RCW 42.56, Public Records Act of the State of Washington.

- **13.2 Assignment.** Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.
- **13.3 Successorship.** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors, and assigns.
- **13.4 Governing Law.** The Contract and all Contract Documents shall be governed by the laws of the State of Washington without giving effect to its conflict of law principles. Exclusive venue for any dispute arising out of this Contract shall be in King County Superior Court.
- **13.5 Severability.** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- **13.6 No Waiver.** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- **13.7 Headings.** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- **13.8 Notice.** Whenever the Contract Documents require that notice be provided to the other party, notice shall be provided consistent with Section 12.3 of the Contract.
- **13.9 Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.



July 14, 2023

Mayor Katherine Ross City of Snoqualmie 38624 SE RIVER ST SNOQUALMIE, WA 98065

Subject: Endorsement of the Snoqualmie Valley Complex Expansion

Dear Mayor Ross,

With tremendous enthusiasm, I write today to endorse the proposed plan to triple the size of the City of Snoqualmie's complex that has been home to the Snoqualmie Valley YMCA since 2011.

At the Y, our mission is to build communities where all people, especially the young, are encouraged to develop their fullest potential in spirit, mind, and body. We have found a true and valued partner in the City of Snoqualmie in pursuing this mission. With the proposed expansion plans, we see an even healthier future ahead, filled with more options and services that attract, empower, and sustain youth and families of Snoqualmie.

While the current building continues to serve the community well, additional space will enable us to increase programming significantly. Most notably, our aquatic offerings in other YMCAs throughout our association create a level of fun and physical fitness that keeps our communities coming back for more. Swimming lessons and water safety training are vital throughout the Puget Sound, and the Y was highlighted this spring as a founding partner in Mayor Bruce Harrell's Swim Seattle initiative designed to ensure that every child in King County learns to swim. With the proposed expansion, families in Snoqualmie will have convenient and affordable access to the #1 provider of swimming lessons across America.

Of course, this expansion is more than the addition of an aquatic center. This growth as a community center will make the Y a greater partner and asset in Snoqualmie's position as one of the most livable, healthy, and family-friendly cities in the Pacific Northwest.

On behalf of our employees and our members in Snoqualmie, and nearly 40,000 volunteers and membership households throughout King County, we share your excitement for the future. We stand with you in believing your city is worthy of a significant investment that supports unsurpassed whole person health services and programs that foster an engaged, connected, and informed city.

In gratitude and community,

Loria Yeadon President/CEO

Email: lyeadon@seattleymca.org

Phone: (206) 573-0450

August 3, 2023

Snoqualmie City Council 38624 SE River Street PO Box 987 Snoqualmie, WA 98065

Re: Statement of Support for Community Center Expansion and Pool

Dear Council Members,

Please accept this letter as a strong statement of support of the proposed expansion of the Snoqualmie Valley Community Center and addition of a new swimming pool.

As members of the Snoqualmie Valley YMCA Advisory Board, it has been our long-term goal to help bring a pool to our community, in support of the YMCA's mission to promote water safety for all ages. Access to swim lessons is much too limited in and around our community, imposing a burden on families and a risk to our children and neighbors.

We are so proud of the work, dedication, and support that the YMCA provides to communities and we want to expand that reach to help more of our neighbors in and around the Snoqualmie Valley. Each one of us has our own "Y Story" and we hear from so many others about the impact that the YMCA has had on their lives and the lives of their friends and families. Expanding the existing footprint will allow both the City of Snoqualmie and the YMCA to make a positive and lasting contribution to our community.

We strongly urge you to continue to support the expansion and pool initiative, and we look forward to partnering with you to make this a reality.

Thank you for your time and consideration.

Respectfully,

Snoqualmie Valley YMCA Advisory Board



January 30, 2023

Mike Chambers
Acting City Administrator
Director of Parks & Public Works
City of Snoqualmie
Post Office Box 987
Snoqualmie, Washington 98065

Re: Public Body Design-Build Project Approval

Dear Director Chambers:

The Capital Projects Advisory Review Board's Project Review Committee has determined that your project has met the criteria established in RCW 39.10.280 for public body project approval.

The City of Snoqualmie is hereby authorized to utilize the progressive Design-Build alternative contracting procedure for the *Community Center Expansion* project.

Congratulations on the approval of your application and good luck with your project!

Sincerely,

Jeff Jurgensen, Chair Project Review Committee

cc: Kyle Twohig, Vice Chair

PRC Project File



FACILITIES CAPITAL PROJECT OR PROGRAM

COMMUNITY CENTER EXPANSION PROJECT

CIP Project ID: FAC21001CIP Previously Spent: \$0

Department: Facilities Current Project Budget: \$28,338,000 Project Status: Other Original Budget at CIP Inception: \$10,000,000

Years Project in CIP: 1 **Project Location:** 35018 SE Ridge Street

Contact Email: mchambless@snoqualmiewa.gov **Project Contact:** Mike Chambless

Project Description:

This project proposes to expand the current Community Center by approximately 24,000 square feet. Anticipated amenities include the addition of an aquatic center with a six-lane lap pool, the expansion of the cardio center, improved locker rooms, a common use space, additional community meeting rooms, and additional office space. Outside of the facility, an outdoor splash pad/spray park (anticipated for 2023) will be added as well as parking along Ridge Street to accommodate traffic.

Community Impact:

Anticipated Funding Mix:

The intent of this project is to expand a critical facility that sustains quality of life through recreational and social opportunities. Demand from the community currently exceeds the size of the facility preventing many from taking advantage of the opportunities offered. This expansion adds several unique recreational amenities to encourage activity and reduce the incidence of heart disease and other health conditions.

Photo or Map:



Operating Impact:

The current facility is maintained through a contractual agreement with the YMCA that requires no significant ongoing operations funding from the City. The YMCA has indicated that an expanded space would also be maintained through that agreement.

Budget:

Project Activities	% of Budg.	Total Activity Budget	Previously Spent	2023	2024	2025	2026	2027	2028	2029 or Beyond
Analysis	3%	\$ 712,296	\$ -	\$ -	\$ 712,296	\$ -	\$ -	\$ -	\$ -	\$ -
Design	12%	\$ 3,419,023	\$ -	\$ -	\$ 3,419,023	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	58%	\$ 16,398,551	\$ -	\$ -	\$ 7,552,950	\$ 8,845,601	\$ -	\$ -	\$ -	\$ -
Const. Manage	4%	\$ 1,232,724	\$ -	\$ -	\$ 567,776	\$ 664,948	\$ -	\$ -	\$ -	\$ -
Contingency	17%	\$ 4,768,488	\$ -	\$ -	\$ 2,196,301	\$ 2,572,187	\$ -	\$ -	\$ -	\$ -
Art	1%	\$ 178,549	\$ -	\$ -	\$ -	\$ 178,549	\$ -	\$ -	\$ -	\$ -
Labor	3%	\$ 913,095		\$ -	\$ 420,559	\$ 492,536	\$ -	\$ -	\$ -	\$ -
Other	3%	\$ 715,273	\$ -	\$ -	\$ 329,445	\$ 385,828	\$ -	\$ -	\$ -	\$ -
TOTAL	100%	\$ 28,338,000	\$ -	\$ -	\$ 15,198,350	\$ 13,139,650	\$ -	\$ -	\$ -	\$ -
Operating		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL PROJECT BUDGET: \$28,338,000

TOTAL OPERATING BUDGET: \$0

Source	Total Sources	Previously Allocated	2023	2024	2025	2026	2027	2028
Sales Tax	\$ 7,705,000	\$ -	\$ -	\$ 7,705,000	\$ -	\$ -	\$ -	\$ -
Real Estate Excise Tax	\$ 7,493,350	\$ -	\$ -	\$ 7,493,350	\$ -	\$ -	\$ -	\$ -
Grants, Appro., or Other	\$ 13,139,650	\$ -	\$ -	\$ -	\$ 13,139,650	\$ -	\$ -	\$ -
Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 28,338,000	\$ -	\$ -	\$ 15,198,350	\$ 13,139,650	\$ -	\$ -	\$ -

TOTAL FUNDING SOURCES: \$28,338,000 **Fiscal FUTURE FUNDING REQUIREMENTS: \$0** Notes:



Summary Report on the

Community Center Advisory Committee Sessions March 29th & April 5th, 2023

To

City of Snoqualmie

May 5th, 2023



STRATEGIC CONSULTATION | PROCESS DESIGN | FACILITATION

Project Background & Context

The expansion of the community center has been a priority project for the City of Snoqualmie for some time. Gathering community input has been a critical piece of the preparation work. It was important to the city leadership that an inclusive, participatory process involving a cross section of the community, and welcoming input from all those who will be impacted by the project should be carried out.

In June 2019, a community town hall, attended by approximately 80 people, gathered input and recommendations however the resulting momentum faltered with the onset of the pandemic in March 2020. The intent of the recent online sessions was to reestablish momentum and provide updated recommendations to the city, building on the prior work.

Recruitment Process & Participants

To ensure a broad cross-section of participants that reflected the whole community, a survey was developed for city council and senior staff seeking input in identifying public, private, and community entities - as well as individuals who would best represent that entity - for the advisory/steering committee. Using this input, four categories of participants were invited on behalf of the mayor:

- Public Partners including government and tribal agencies, nearby municipalities and taxing districts, school districts.
- Private Partners such local businesses and media.
- Community Service Partners such as health and human services organizations, nonprofits, associations, faith-based organizations, volunteer organizations.
- Community and Neighbors such as direct neighbors of the project and other interested individuals. There was enthusiastic uptake of the invitation and a group of 30-35 participants which also included the City Council, city leadership (staff), and the YMCA, were convened for two online sessions.

Prior Work

The goals of the June 9th, 2019, Community Meeting were to seek broad and diverse community input and generate ideas and recommendations from multiple perspectives. After a short initial presentation around options, the participants – in self-selected small groups each with a generational or age group perspective – had discussions facilitated by city staff to identify features they sought in the center expansion, along with areas of enthusiasm, areas of concern, and overall recommendations. This complied community input was the starting place for the recent sessions.

Methodology

Certified facilitator and principal of Creative Strategy Solutions, Una McAlinden, who had designed and supported the 2019 process, was again engaged to design and facilitate the 2023 sessions. This continuity provided helpful insights in understanding how the 2019 work was carried out and created a throughline of participatory engagement. The methodology used was the Technology of Participation, a structured facilitation method that enables highly energized, inclusive, and meaningful group collaboration. The online whiteboarding platform, Miro, was used for the group collaboration.

Session 1: March 29th, 2023

The goals for this session were to review and analyze the community input from 2019, discuss implications from today's perspective, and compile the recommendations of the advisory committee in light of the data review.

Participants utilized breakout rooms and worked in groups of three to review and discuss the emerging themes around desired features of the community center, key areas of community enthusiasm, and areas of

concern. Each small group documented their discussions and reported out to the full group where additional common threads emerged.

Key Themes:

A pool is by far the most sought-after feature of the community center expansion. Comments included: "The pool is key in this endeavor!" A variety of reasons and motivations align around this goal. These include:

- Opportunities to improve water safety through availability of swim lessons, lifeguard roles etc
- A location for competitive swimming and competing.
- Providing an exercise and recreational asset.
- Interest was expressed in other water features, e.g. splash pad

Enthusiasm for the pool also highlighted support for a school district partnership, opportunities to become a water safe community, especially given the natural water elements in the vicinity, and that another pool would meet valley needs.

Expanded workout and multifunctional spaces are also extremely important to the community as these will allow for flexible programming options that serve a range of needs and age groups. One group articulated this as "an inclusive, multiuse facility that meets the diverse needs of all." The theme of community and flexible spaces was strong – "The expansion will open up the community by providing more space to connect." Larger, flexible space was articulated in different ways – "all-purpose in design, capable of handling many different activities." Outdoor space expansion was also referenced. A key benefit mentioned was that expanded and additional amenities would "keep people local more often."

A related theme around ADA access and inclusive access was also noted. This would also apply to the pool which should cater to all users with the examples of ramps, lifts, and zero entry functionality mentioned as possibilities. The discussion around access was also expanded to consider how people might be able to get to the location. Access by those who are not members of the YMCA also emerged below as a concern.

Concerns:

One key concern was that the facility expansion be future focused and not be too small. The need to be mindful of ongoing growth and ensuring adequate parking and facility features, given the permanence of the expansion came up.

The need to balance pool access (open swim vs swim team and lessons) was raised.

Access by non-members and affordability were also an area of concern. Cost, fees, and access by non-YMCA members was a clear area of concern and uncertainty.

Overall, the participants aligned around a desire to provide a facility that met community needs and was accessible by all. The opportunity to make a major addition to the community's assets should be embraced.

Session 2: April 5th, 2023

In the second session, the work focused on use cases meaning how the advisory committee envisioned the facility being used, and for what purposes. The in-depth grounding in the 2019 data in session 1 helped ensure that this earlier community input informed these scenarios.

At the end of session 1 and the start of session 2, the committee generated approximately 100 ideas responding to the question: Given our review of the community input, what are all the things you picture people using the community center for?

Again, in small groups the participants carried out three rounds of analysis of this data. with two sessions of plenary reports where the individual small group analysis around use cases were further lightly clustered into main themes identifying overall purposes anticipated. Some overlap and alternative groupings are certainly possible as the plenary discussions were not exhaustive, however the committee was satisfied that the top-level concepts identified the broad scope of purposeful use cases that would make the community center expansion a valuable asset and of use to the community as a whole.

Anticipated Uses of the Community Center

The primary use cases identified are:

- Learn New Skills
- Use the Pool

- Gather & Connect
- Exercise

- Teen Hangout
- Community Events

Emergency Response & Safety Space to Socialize

Find Family Support

Recreate

Compete

Item 2.

Full transcript of the themes is on the next page along with a screenshot of the online workspace.

Community Benefit & Underlying Values

When asked to identify which of the anticipated uses would benefit the community most, the group overwhelmingly identified Use the Pool (10 dots) with Gather & Connect plus Teen Hangout jointly attracting four, followed by three dots for Emergency Response & Safety, and several getting two dots – Exercise, Learn New Skills, Community Events, and Recreate.

As a closing exercise, the group individually articulated the values behind these choices and maximizing community benefit/providing for unmet needs, service to the community/connecting community/creating a community hub, accessibility for all and serving all ages and needs being the main underlying motivations.

Next Steps

The complete advisory committee data is available for review and further discussion and analysis by the Design/Build Team and the Public Works Department. The advisory committee sessions provided a diverse range of input and ideas with consensus around the main themes so that the technical aspects of the design are well-informed.

Anticipated Uses of the Community Center Expansion

Learn New Skills	Use the Pool	Gather & Connect	Exercise	Teen hangout	Community Events	Emergency Response & Safety	Space to socialize	Find family support	Recreate	Compete
People will learn new skills	enjoy aquatic activities and water education	People will connect	People will exercise	Find youth and family programming	Civic Gatherings	place of refuge	gather	People will trust the Y with childcare	use a gym	
learn	Use Pool	parents can connect doing pick-up	Exercise Space	grow into young adults	Performing Arts	Emergency needs	gather	use childcare	leverage multigeneration al resources	
People will receive job training and skills	use the pool	Community Gatherings	Get healthier together	People will use facility	Civic	Health and Safety	People will share the space for socializing and education.	People will trust the Y with childcare	play in the gym	
Attend a Class	People will swim	People will connect	Fitness	Large Gym Space & other multi-functional space	community events	Find and give support	Inclusivity			
use the center for classes, learning new things	People will swim	a place to connect and grow their community	People will exercise and participate in intramural sports	Teens will socialize	Commerce	Community Support				
Improve themselves with new skills	Pool	network	People will engage in group fitness	Kids activities	Flex space					
Expanded special needs programming	use pool	shared experience	find indoor activities.							
Education										

Anticipated Uses of the Community Center

learn new skills	Use the pool	Gather and connect	exercise	Teen Hangout	community events	Emergency response and safety	Space to socialize	find family support	recreate	compete
People will learn new skills	enjoy aquatic activities and water education	People will connect	People will exercise	Find youth and family programming	Civic Gatherings	place of refuge	gather	People will trust the Y with childcare	use a gym	
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Education										

Anticipated Uses of the Community Center

earn new skills	Use the pool	Gather and connect	exercise	Teen Hangout	community events	Emergency response and safety	Space to socialize	find family support	recreate	comp
People will learn new skills	enjoy aquatic activities and water education	People will connect	People will exercise	Find youth and family programming	Civic Gatherings	place of refuge	gather	People will trust the Y with childcare	use a gym	
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Attend a Class	People will swim	People will connect	Fitness	Large Gym Space & other multi- functional space	community events	Find and give support	Inclusivity	1	2	
use the center for classes, learning new things	People will swim	a place to connect and grow their community	People will exercise and participate in intramural sports	Teens will socialize	Commerce	Community Support	1			
Improve themselves with new skills	Pool	network	People will engage in group fitness	Kids activities	Flex space	3				
Expanded special needs programming	use pool	shared experience	find indoor activities.	4	2					
Education	10	4	2							

add appendix of participants?



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-099 August 14, 2023 Committee Report

AGENDA BILL INFORMATION

TITLE:	AB23-099: License Agreeme	☐ Discussion Only						
PROPOSED	Move to approve the license	agreemen	t with The Line					
ACTION:	Experience, Inc.	☐ Ordinance						
					☐ Resolution			
				0 /0 /0				
REVIEW:	Department Director	Mike Chai	nbless	8/2/2	023			
	Finance	Drew Bou	ta	Click	or tap to enter a date.			
	Legal	David Line	han	7/31/	2023			
	City Administrator	Mike Chai	mbless	Click	or tap to enter a date.			
DEPARTMENT:	Parks & Public Works							
STAFF:	Nicole Wiebe, Community Liaison							
COMMITTEE:	Parks & Public Works		COMMITTEE DA	gust 8, 2023				
EXHIBITS:	1. License Agreement - The Line Experience, Inc.							
				1				
	AMOUNT OF EXPENDI	TURE	\$ n/a					
	AMOUNT BUDGETED		\$ n/a					

SUMMARY

INTRODUCTION

The City of Snoqualmie seeks to execute a ground lease agreement with The Line Experience, Inc., who will install a mountain bike education and rental kiosk at Snoqualmie Point Park, to support and promote recreational opportunities for the community.

\$ n/a

APPROPRIATION REQUESTED

BACKGROUND

The City of Snoqualmie and The Line Experience, Inc., have jointly identified an appropriate location within Snoqualmie Point Park to maintain and operate a mountain bike education and rental kiosk. The Line Experience, Inc., is a local company, based in North Bend, and is dedicated to sustainable, safe, inclusive, and respectful recreation. The close proximity of the Raging River Trail System makes the Snoqualmie Point Park the perfect place for this recreational enhancement. Additionally, The Line Experience, Inc., will conduct monthly inspections and organize quarterly work parties to improve the trails system at Fisher Creek Bike Park.

ANALYSIS

The license agreement with The Line Experience, Inc., outlines the annual license fees: Year One: \$5000, Year Two: \$7,500, Year Three: \$10,000. If the agreement continues beyond Year Three, the annual license fee will increase above the prior year's fees by the amount of the CPI-U for the Seattle-Tacoma-Everett MSA for the prior year.

Given the timing for Council approval of the license agreement, the termination date of the Construction and Installation license (paragraph 4(A)) may need to be extended beyond August 31, 2023, to accommodate a reasonable construction and installation window for the licensee.

BUDGET IMPACTS

Action is expected to generate \$22,500 in general fund revenue over three years.

NEXT STEPS

This agenda bill and exhibits will be presented to the Parks & Public Works Committee on August 8, 2023, and then go to City Council on August 14, 2023, for approval and execution.

PROPOSED ACTION

Move to approve the license agreement with The Line Experience, Inc., and authorizing the City Administrator to modify the date for termination of the Construction License to reasonably accommodate the time required for construction of the proposed improvements.

CITY OF SNOQUALMIE LICENSE AGREEMENT WITH THE LINE EXPERIENCE, INC. FOR USE OF SNOQUALMIE POINT PARK PROPERTY

This License Agreement (hereafter the "Agreement") is made by and between the City of Snoqualmie, a Washington municipal corporation ("City"), and The Line Experience, Inc. ("User"), a Delaware corporation, which together are collectively referred to herein as the "Parties." This Agreement is effective as of the latest date of the Parties' signatures below ("Effective Date").

WHEREAS, the City's Open Space, Parks and Recreation Plan acknowledges the need for additional parks and recreational facilities for its own residents as well as dramatically increasing regional recreationists and tourists; and to that end, the Plan identifies a need to promote partnerships with public and private service providers to meet the recreational and social needs of the community (Policy 10.6.1); provide opportunities for Snoqualmie residents of diverse ages, abilities and interests to participate in diverse recreational programs (Policy 10.6.3); and furnish trail systems with appropriate trailhead improvements, including bike racks and other service elements the support trails-related uses (Policy 10.9.4); and

WHEREAS, the City has determined that the availability of mountain bike education, instruction, and rental opportunities would be a desirable enhancement to the City's park amenities and recreational opportunities at Snoqualmie Point Park, and would serve to attract a greater number of active users to the Park; and

WHEREAS, User has been in discussions with the City since 2022 regarding the potential for User to install a mountain bike education and rental kiosk at Snoqualmie Point Park; and

WHEREAS, the City and User have jointly identified an appropriate location within Snoqualmie Point Park to establish User's educational and bike-rental amenities; and

WHEREAS, User's maintenance and operation of a mountain bike education and rental kiosk satisfies and fulfills the intent of the restrictive covenants recorded on the Snoqualmie Point Park property by, among other things, providing "other public amenities to facilitate and enhance the City's permitted uses" of Snoqualmie Point Park property as public open space land, and by making it easier for members of the public to use and enjoy the great outdoors;

NOW, THEREFORE in consideration of User's promises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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1. PURPOSE.

The City owns real property described as Snoqualmie Point Park, located at 37580 Winery Road, Snoqualmie, WA 98065 (the "Park Property") and desires to authorize User to access a portion of the Park Property for purposes of (a) installing and maintaining certain improvements and (b) operating and maintaining a mountain bike rental and instructional facility on such improvements, pursuant to this Agreement. The improvements generally consist of: a gravel pad; a container-based kiosk of approximately 160 sq. ft. (8 ft. x 20 ft.); and associated landscaping (together, the "Improvements"). The operations to be conducted generally consist of a mountain bike rental kiosk, open to members of the public during the months of March to December, and during the hours of 11:00 am to 6:00 pm on weekdays and 11:00 am to 6:00 pm on weekends. Services to be provided at the kiosk include mountain bike instruction, rental, and repair, and sales of incidental packaged food items to customers.

2. DESCRIPTION OF LICENSED PROPERTY.

The portion of the Park Property subject to this Agreement consists of an area of approximately 500 square feet, as necessary to accommodate the Improvements (gravel pad, storage container kiosk, and associated landscaping), which shall be located within the area shown on Exhibit A (the "Licensed Property"), although the Improvements may be relocated to a different area of the park at the request of the City upon reasonable notice if the Licensed Property is needed for alternative City purposes. In addition to the Licensed Property, User has the non-exclusive right, along with members of the general public, to use such area around the Licensed Property as needed to conduct instructional activities and drills for bike riders. All portable features deployed by User for instructional purposes (such as ramps, artificial rock gardens, and other materials, supplies, or equipment) shall be secured in the container when the Licensed Area is not staffed by User.

3. TITLE.

User hereby acknowledges this Agreement grants a privilege and not an interest in the Licensed Property, that all right and title to the Licensed Property lies with the City, and User agrees never to deny such title or right at any time, nor claim any interest or estate of any kind or extent whatsoever in the Licensed Property by virtue of this Agreement or User's occupancy or use hereunder. The City may enter the Licensed Property at any time to assert its real property interest or for other purposes which do not unreasonably interfere with User's activities authorized by this Agreement.

4. LICENSE FOR CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS; TERM.

A. The City hereby grants permission, revocable and terminable as provided herein, to User to construct the specified Improvements during the period commencing on the Effective Date and expiring on August 31, 2023 (the "Construction License"). All activity under the Construction License must be completed on the terms and conditions set forth herein, which User promises to comply with. The Construction License consists of permission for User to use the Licensed Property and such property outside the area of the Licensed Property as is reasonably necessary for construction and installation of the Improvements.

Page **2** of **7**

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B. User shall not install or construct any improvements on the Licensed Property without submitting a plan and obtaining the approval of the Parks and Public Works Director ("PPW Director"). User shall also coordinate with the PPW Director for approval of a landscape plan. Construction of Improvements not in compliance with the plans approved by the PPW director (or designee) shall be considered a breach of the Construction License. The term of the Construction License may be extended by mutual agreement of the Parties in writing. The Mayor is authorized to agree on behalf of the City to extension(s) of the term of the Construction License.

5. LICENSE FOR OCCUPANCY AND MAINTENANCE OF IMPROVEMENTS; TERM.

The City hereby grants permission, revocable and terminable as provided herein, to User, during the two (2) year period commencing on the Effective Date (the "Term"), to occupy the Licensed Property and to use and maintain the Improvements for the purposes stated in this Agreement—namely, the provision of mountain bike education, instruction, repair, and rental services to members of the public ("Occupancy and Use License"), along with incidental packaged food sales. User's use and occupation of the Licensed Property and the Improvements shall at all times be consistent with any terms and conditions set forth in this Agreement and any applicable City ordinances, regulations, or permits. This Occupancy and Use License includes permission for User to use the Licensed Property for ongoing maintenance and repair of the Improvements. Use, occupancy, and maintenance of the Improvements not in compliance with the terms stated herein, or any applicable City ordinance, regulation, or permit shall be considered a material breach of the Occupancy and Use License.

The Term of the Occupancy and Use License will renew automatically for an additional 1-year term, and thereafter will renew automatically for up to 4 additional terms of 1 year each (each a "Renewal Term"), unless the Occupancy and Use License is terminated as provided herein.

User agrees to comply with all City ordinances and other rules and regulations regarding permits and approvals related to operations on the Licensed Property pursuant to this Agreement as well as those of any governmental entity having jurisdiction.

6. CONSIDERATION

User shall pay the City the following annual license fees for the Occupancy and Use License under this Agreement:

Year 1 \$5,000 Year 2 \$7,500 Year 3 (if renewed) \$10,000

For all subsequent years, if the Occupancy and Use License continues beyond Year 3, the annual license fee shall increase above the prior year's fee by the amount of the CPI-U for the Seattle-Tacoma-Everett MSA for the prior year. For example, the annual license fee for Year 4 shall be:

 $$10,000 \times (1 + CPI-U \text{ for Year 3}).$

Page **3** of **7**

The annual license fee is due within 30 days of execution of this Agreement, and on each anniversary of the Effective Date thereafter until termination.

If the Occupancy and Use License is terminated without cause before the end of the initial Term or before the end of any Renewal Term, the annual license fee shall be refunded on a pro rata basis (i.e., if termination occurs six months into a Renewal Term, User will be refunded 50% of that year's annual fee).

In addition to the annual license fee, User shall conduct monthly inspections and organize quarterly work parties to improve the trails system at Fisher Creek Bike Park.

7. WASTE, NUISANCE, AND UNLAWFUL USE PROHIBITED.

User shall not commit, or suffer to be committed, any waste on the Park Property, nor shall User maintain, commit, or permit the maintenance of any nuisance on the Park Property or use the Licensed Property for any unlawful purpose. User shall not do or permit anything to be done in or about the Park Property which shall in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy and use of the Park Property, which are or may hereafter be enacted or promulgated by any public authority.

8. SIGNAGE.

User may not install any signage except as authorized pursuant to the permit processes established in Chapter 17.75, Snoqualmie Municipal Code.

9. NO EMPLOYMENT OR AGENCY RELATIONSHIP.

User and the City agree that User is solely responsible for its acts and for the acts of its agents, employees, members, volunteers, or representatives during the Term of this Agreement, and User's use of the Licensed Property. Nothing in this Agreement shall be considered to create the relationship of employer/employee or principal/agent between the Parties, nor entitle User or any of User's agents, employees, members, volunteers, or representatives to any of the benefits of City employment.

10. INDEMNIFICATION.

User shall defend, indemnify, and hold harmless the City and its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury to or death of any person, or for loss or damage to property, which arises out of or results from User's use of the Licensed Property, or User's employees', agents', members', customers', or invitees' participation in activities on the Licensed Property, or the negligence of User or its employees, agents, volunteers, or members, or from any act or omission by User or its employees, agents, volunteers, members, customers, or invitees on or about the Licensed Property. User assumes all responsibility for User's own negligent acts and omissions involving its employees, agents, members, volunteers, customers, and invitees. User's obligation to defend, indemnify, and hold the City harmless includes the obligation to pay the City's reasonable attorney fees and litigation expenses, but does not extend to injuries or damages caused by the sole negligence of the City. In no event shall User be responsible for any injury or

damage caused by the intentional or willful misconduct of the City, its employees, agents, volunteers, or consultants. And in the event of personal injury or property damage caused by the concurrent negligence of the City and User (or any of their employees, agents, officials, volunteers, customers, or invitees), User's duty to indemnify the City shall be limited to its proportionate share of fault.

11. INSURANCE.

- A. User shall procure and maintain in force for the Term of the Agreement and any renewal Term, and without cost to the City, a broad-form comprehensive general liability insurance policy covering claims for bodily injury and property damage that may arise from or in connection with User's use or occupancy of the Licensed Property, including any activities associated with the construction or installation of the Improvements. Such insurance policy shall have liability limits of not less than \$2,000,000 per occurrence, \$2,000,000 annual aggregate.
- B. User's insurance shall be written on an "occurrence" form, with a company that has a current A.M. Best rating of at least A-VII or better and is licensed to do business in the State of Washington. The City shall be named by endorsement as an additional insured.
- C. User's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of User's insurance and shall not contribute with it.
- D. User's insurance shall include a provision that it may not be cancelled or modified by either Party except after thirty (30) days' prior written notice has been given to the City.
- E. User shall furnish the City with a certificate of such insurance, including a copy of any amendatory endorsements, before commencing use of the Licensed Property under this Agreement.

12. TERMINATION.

Within the first 90 days following the Effective Date, either party may terminate this Agreement for any reason or no reason. At any time following the Effective Date, the City may immediately terminate this Agreement and/or stop a use in progress if User fails to comply with any applicable provisions of the City code or City permits or otherwise violates any terms of this Agreement. The City may also immediately terminate this Agreement and/or stop a use in progress if User fails to secure necessary permits, disregards a lawful order of an authorized representative of the City, or engages in activity that may cause injury to the public or damage to the Licensed Property or other public or private property. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement or to abate or enjoin a public nuisance or disturbance of the peace. An uncured breach of any term of this Agreement constitutes grounds for immediate termination. Upon termination of this Agreement, either at the conclusion of the Term of the Occupancy and Use License (including any Renewal Term) or otherwise pursuant to this Section 12, User shall at its sole expense remove its Improvements and restore the Licensed Property to its condition at the start of the Term, unless the City agrees otherwise in writing.

13. TAXES

User is responsible for payment of all taxes, including leasehold excise taxes and any sales taxes, due as a result of User's use of City property under this Agreement.

14. DISCRIMINATION PROHIBITED.

The City does not discriminate on the basis of race, creed, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental, or physical disability, or any other unlawful basis. Any persons or group using City facilities must follow the same non-discriminatory policy.

15. ASSIGNMENT AND SUBCONTRACT.

User may not assign or subcontract any portion of its rights or obligations under this Agreement without the prior written consent of the City.

16. DAMAGE TO LICENSED PROPERTY.

User agrees to restore, repair, or replace at its own expense, any and all damages to City property of whatever origin or nature arising from User's use of the Licensed Property which occurs during the Term of this Agreement (or any Renewal Term) in order to restore the Licensed Property to a condition at least equal to the condition of the Licensed Property at the start of the Term. Alternatively, User may opt to pay the City for the costs of such restoration, repair, or replacement. In such event, the City will provide detailed billing and accounting to User when such restoration, repair, or replacement is completed. User shall immediately report any damages that may occur to the designated agent of the City.

17. WAIVER OF CLAIMS.

User waives all claims against the City for loss of or damage to User's property on or about the Licensed Property or from its use of the Licensed Property. User agrees that the responsibility for protection and safekeeping of equipment and materials on or near the Licensed Property will be entirely that of User and that no claim shall be made against the City by reason of any such loss or damage or the acts of any third party.

18. NOTICES.

Notices to the City shall be sent to the following address:

Snoqualmie City Hall Attn: Parks & Public Works Director 38624 SE River Street P.O. Box 987 Snoqualmie, WA 98065 (425) 888-1555

Email: mchambless@snoqualmiewa.gov

Notices to User shall be sent to the following address (insert User's street and email addresses):

The Line Experience, Inc. Attn: Michael Kunz 1130 E. North Bend Way North Bend, WA 98045 (206) 419-7822

Email: mike@thelinemtb.com

19. APPLICABLE LAW; VENUE; ATTORNEYS' FEES.

This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington, without reference to its choice-of-law rules. King County, Washington, is the exclusive venue for any suit, arbitration, or other legal proceeding instituted to interpret or enforce any term of this Agreement. The prevailing party in any such action is entitled to its reasonable attorneys' fees and costs of suit, which shall be fixed by the judge or neutral party hearing the case, and such fee shall be included in the judgment or award.

20. ENTIRE AGREEMENT; AMENDMENTS.

AGREED TO AND ACKNOWLEDGED BY:

This Agreement constitutes the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement exist or bind either of the parties. Either party may request changes to the Agreement. Changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement, executed under signatures of all parties.

21. SEVERABILITY.

In the event any provision or part of this Agreement is found to be void or unenforceable under any law or regulation, all remaining provisions shall continue to be valid and binding upon the City and User, who both agree that the Agreement shall be reformed to replace such void or unenforceable provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the void or unenforceable provision.

CITY OF SNOQUALMIE:

By:_______ By:______ Title: Mayor Title:______ Date:_____ Date:_____ Date:_____ Date:_____ Date:_____ David Linehan, Interim City Attorney

Exhibit A



Mobile-Mini Container



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-100 August 14, 2023 Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB23-100: Resolution No. XX	XX Awarding	a Job Order	☐ Discussion Only				
	Contract to CDK Construction	Services, Inc	c. for The Storm					
	Pond Fencing Replacement P	roject						
RECOMMENDED	Adopt Resolution No. XXXX A	warding a Jo	b Order	☐ Motion				
ACTION:	Contract to CDK Construction	Services, Inc	c. for The Storm	☐ Ordinance				
	Pond Fencing Replacement P	roject		□ Resolution				
DEPARTMENT:	Parks & Public Works							
STAFF:	Patrick Fry, Project Engineer							
COMMITTEE:	Parks & Public Works	Parks & Public Works Meeting Date: 0						
COUNCIL LIAISON:	Bryan Holloway	Jo Johnson		Ethan Benson				
EXHIBITS:	 AB23-029x1a (Res. No. XX AB23-029x1b (Contract) AB23-029x2 (Scope of Wo AB23-029x3 (Job Order Co 	rk)	g)					
AMOUN'	T OF EXPENDITURE \$ 23	37,943.26						

AMOUNT OF EXPENDITURE \$ 237,943.26

AMOUNT BUDGETED \$ 109,000

APPROPRIATION REQUESTED \$ 128,943.26

SUMMARY

SUMMARY STATEMENT

This Agenda Bill seeks approval to award a Job Order Contract to CDK Construction Services, Inc. for the Storm Pond Fencing Replacement Project, and authorize the mayor to sign the contract. This contract would allow for the replacement of the entire fence along the stormwater pond located adjacent to Osprey Court, as well as 775 feet at the pond adjacent to Sorenson. These ponds were chosen by staff to be replaced due to their severity of deterioration.

The storm pond fencing was quoted and priced using the pre-bid work as part of the Job Order Contracting. CDK was selected as the contractor to complete this job. The total price for replacing the proposed fencing is \$ 237,943.26.

BACKGROUND

The City of Snoqualmie's 2023-2028 Capital Improvement Plan (CIP) identifies the need to improve stormwater ponds under the "Stormwater Pond Improvement Pond". The Osprey Court and SE Sorenson St have the most pressing stormwater pond improvements in the City stormwater system. The Cedar fencing originally installed during the Snoqualmie Ridge I development have outlived their intended lifespan and are now completely dilapidated at the planned locations. Approximately 2,500 linear feet are planned to be replaced. The CIP budgeted a total of \$109,000 over the biennium, with costs starting in 2023.

Therefore, Parks and Public Works requests that the City Council adopt Resolution No. XXX, awarding a Job Order Contract to CDK Construction Services, Inc. for The Storm Pond Fencing Replacement Project, and authorize the mayor to sign the construction contract attached as Exhibit A to the Resolution.

LEGISLATIVE HISTORY

Job Order Contracting (JOC) is an Alternative Public Works Contracting Procedure as laid out in Chapter 39.10 of the RCW. The primary objectives of the JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce administrative, construction, design, and planning costs; and to develop relationships with contractors to respond to community needs more quickly and efficiently. The JOC provides an effective means of reducing the lead-time and cost for public works projects by eliminating time-consuming, costly aspects of the traditional public works process. According to Mortensen, costs rose 4.9% in the last year, by moving quickly, staff will be able to preserve the buying power of approved funds. The existing spending approval authority is still required for all projects. The City of Snoqualmie selected CDK Construction Services as one of the on-call Contractors for the Job Order Contracting Procurement Method in AB23-052 after soliciting bids. Job Order Contracting allows for prepriced work identified in the Construction Task Catalog with CDK having won a bid with a low adjustment factor of the construction task catalog.

BUDGET IMPACTS

Administration recommends approving a contract with CDK Construction Services, Inc. in the amount of \$230,353 to complete the Storm Pond Fencing Replacement Project, which is a subproject of the larger Stormwater Pond Improvement Program. The 2023-2024 Biennial Budget appropriated \$109,000 towards this and other similar work through the Stormwater Pond Improvement Program within the Utilities Capital Fund (#417). Currently, nothing has been spent or encumbered for contracts within the capital program. However, once accounting for this contract, the City will exceed its appropriation within the Stormwater Pond Improvement Program by approximately \$128,943.26 (see below).

Stormwater Pond Improvement Program

	2023-2024 Biennial Budget							
Beginning Budget	\$ 109,	000						
Expenditures	\$	-						
Outstanding Contract Value (Previously Approved)	\$	-						
Current Available Budget	\$ 109,	000						
Value of this Contract (AB23-100)	\$(230 ,	353)						
Available Budget after AB23-100	\$(121 ,	353)						

In order to offset the difference, the Parks and Public Works Department has obtained a \$75,000 Stormwater grant allowing for additional funds to be allocated to the Stormwater Pond Improvement Program. Furthermore, the Department proposes reallocating \$53,943.26 in budget for general Stormwater operations, more specifically from supplies, towards this project. The City has budgeted \$204,850 for supplies over the biennium within general Stormwater operations and has spent \$36,516 to date. As a result, \$160,743.74 of the supplies budget remains. The Administration will bring forward a budget amendment at a future date to account for the proposed changes.

Accounting for the Difference

2023-2024 Bier	nnial Bud	lget
Available Budget after AB23-100	\$(121,353)
Offsets		
Stormwater Grant	\$	75,000
Reallocation of the Supplies Budget within General Stormwater Operations	\$	46,353
Current Available Budget	\$	

NEXT STEPS (FUTURE TASKS)

Following Council approval staff will work with the Mayor to execute the final contract agreement with CDK Construction Services. Construction of the fence repair will then commence, and be completed by Fall 2023.

RECOMMENDED ACTION

Move to adopt Resolution No. XXXX Awarding a Job Order Contract to CDK Construction Services, Inc. for The Storm Pond Fencing Replacement Project, and authorize the Mayor to sign.

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON DETERMINING THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER, AWARDING A PUBLIC WORKS CONTRACT TO AND AUTHORIZING EXECUTION OF A PUBLIC WORKS CONTRACT WITH CDK CONSTRUCTION SERVICES INC. FOR THE STORM POND FENCING REPLACEMENT PROJECT.

WHEREAS, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

WHEREAS, pursuant to RCW 35A.40.210, procedures for any public work or improvement for code cities shall be governed by RCW 35.23.352; and

WHEREAS, in June 2023, the City utilized Job Order Contracting for The Storm Pond Fencing Replacement Project ("the Project") for quotation; and

WHEREAS, the pre-priced sum of work totaled of \$237,943.26 (including sales tax) from CDK Construction Services, Inc. and was below the engineer's estimate; and

WHEREAS, City staff has checked references and otherwise determined that CDK Construction Services, Inc. and Job Order Contracting meets the mandatory bidder responsibility criteria established under RCW 39.10

WHEREAS, the Parks and Public Works Director and City Staff recommend award of this contract to CDK Construction Services, Inc as the lowest responsive, responsible bidder;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL
OF THE CITY OF SNOQUALMIE AS FOLLOWS:

<u>Section 1. Determination of Lowest Responsive, Responsible Bidder.</u> Based on the foregoing recitals, which are hereby incorporated as findings of fact, CDK Construction

Services, Inc. is the lowest, responsive, responsible bidder for the Storm Pond Replacement Project.

Section 2. Award of Public Works Contract. The contract the Storm Pond Replacement Project is hereby awarded to CDK Construction Services, Inc. in accordance with its bid proposal.

Section 3. Authorization for Contract Execution. The Mayor is authorized to execute a contract with CDK Construction Services, Inc. in substantially the form attached hereto as Exhibit A.

Passed, by the City Council of the City of Snoqualmie, Washington, this 14th day of August, 2023.

Attest:	Katherine Ross, Mayor
Deana Dean, City Clerk	
Approved as to form:	
David Lineham, City Attorney	

City of Snoqualmie 38624 SE River Street, P.O. Box 987 Snoqualmie, Washington 98065



Date: 8/3/2023

Job Order Authorization

Job Order Contracting

	Job Order #:	2023-01C	Location #:
Project	Project:		
Information	Job Order Title:	2023 Stormpond Fencing	
	Location:	Osprey Court 34513 SE Osprey Ct. Snoqualmie, WA 98065	
Contract	Contractor Contract #:	23-050	
Information	Vendor:	CDK Construction Services 26231 NE 165th St, Duvall, WA 98019	
	Construction:	\$208,587.58	
	Construction Sales Tax 8.9%	\$18,564.29	
Project Costs	Gordian Licensing 1.95%	\$4,067.46	
	Sales Tax on License Fee 8.9%	\$362.00	
	Gordian Fee 3.05%	\$6,361.92	
	Total:	\$237,943.26	
Charge Code			
Schedule	Project Duration: Construction Started: Construction Complete:		
	prove this Job Order. Mayor and sign if under \$116,155.	d City Administrator to sign if o	ver \$116,155. Parks & Public
Mayor			Date
City Administra	ator		Date
Parks & Public	Works Director		

City of Snoqualmie

38624 SE River Street, P.O. Box 987 Snoqualmie, Washington 98065



Date: 8/3/2023

Job Order Contracting

Final Scope of Work

To:

From: Zach Scharbau

CDK Construction Services

26231 NE 165th St Duvall, WA 98019 (425) 788-8441

Charge Code:

zscharbau@cdkconstruction.com

Contract No: 23-050

Job Order No: 2023-01C

Job Order Title: 2023 Stormpond Fencing

Location: Osprey Court

34513 SE Osprey Ct. Snoqualmie, WA 98065

Brief Scope

of Work: Replace the wooden stormpond fencing with 6' chainlink fence. Quantity of fence is to depend

on cost per linear foot.

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.





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City of Snoqualmie

38624 SE River Street, P.O. Box 987 Snoqualmie, Washington 98065

Date: August 3, 2023

JOC Name (Contractor): CDK Construction Services

Contract Name: 2023 - CDK Construction Services - Base

Contract Number: 23-050

Job Order Number: 2023-01C

Job Order Title: 2023 Stormpond Fencing

Location:Osprey CourtCost Proposal Date:August 3, 2023

Proposal Value: \$208,587.58

Division		Division Totals
01	General Requirements	\$5,045.40
31	Earthwork	\$1,662.37
32	Exterior Improvements	\$201,879.81
	Proposal Total:	\$208,587.58
	The Percentage of Non Pre-Priced on this Proposal:	0.0%

By signing the Contractor acknowledges that this Job Order is issued under the provisions of the Contract established in response to Contract #23-050 by City of Snoqualmie. The services authorized are within the scope of services set forth in the Contract. All rights and obligations of the parties shall be subject to and governed by the terms and conditions, amendment(s) (if applicable), and the signed contract including any subsequent modifications, are hereby incorporated by reference as if fully set forth herein.

Washington State Sales Tax (8.9):

\$18,564.29

Total Price of Construction Including WSST:

\$227,151.87

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City of Snoqualmie

38624 SE River Street, P.O. Box 987 Snoqualmie, Washington 98065

Date: August 3, 2023

JOC Name (Contractor): CDK Construction Services

Contract Name: 2023 - CDK Construction Services - Base

Contract Number: 23-050

Job Order Number 2023-01C

Job Order Title 2023 Stormpond Fencing

Location:Osprey CourtCost Proposal Date:August 3, 2023Proposal Value:\$208,587.58

Record #	CSI Number	MOD	UOM	Description		Unit Price		Factor		Total
01 - Gener	al Requirements									\$5,045.40
1	015626000175		LF	48" High With Pos	sts /	At 8' On Cente	r, Plas	stic Mesh Ter	nporary S	afety Fence
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	100.00	Х	\$2.97	х	1.3990	=	\$415.50
										\$415.50
	User Note	e: Osprey Co	urt							
2	015626000175		LF	48" High With Pos	sts /	At 8' On Cente	r, Plas	stic Mesh Ter	mporary S	afety Fence
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	50.00	Х	\$2.97	х	1.3990	=	\$207.75
										\$207.75
	User Note	e: Sorenson								
3 0	017419000032		CY	Traditional Buildir	ıg C	Construction Ma	aterial	s Landfill Du	mp Fee	
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	CY	22.00	Χ	\$36.03	х	1.3990	=	\$1,108.93
										\$1,108.93
	User Not	e: Osprey Co	urt							
4	017419000032		CY	Traditional Buildir	ng C	Construction Ma	aterial	s Landfill Du	mp Fee	
	Accepted	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	CY	20.00	Х	\$36.03	х	1.3990	=	\$1,008.12
										\$1,008.12
	User Not	e: Sorenson								

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5	017419000034		CY	Trees, Stumps Ar	nd B	rush, Landfill I	Dump	Fee		
	Accepted	_		Quantity	х	Unit Price	Х	Factor	=	LineTotal
		Installation	CY	20.00	х	\$43.36	х	1.3990	=	\$1,213.21
									_	\$1,213.21
	User Note	e: Osprey Co	urt							
6	017419000034	'	CY	Trees, Stumps Ar	nd B	rush, Landfill I	Dump	Fee		
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	CY	18.00	х	\$43.36	Х	1.3990	=	\$1,091.89
										\$1,091.89
	User Note	e: Sorenson								
31 - Earth	nwork									\$1,662.37
7	311100000019		CY	Hand Loading Of	Cle	ared And Grub	obed N	Material		
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	CY	20.00	х	\$31.27	х	1.3990	=	\$874.93
									_	\$874.93
	User Note	e: Osprey Co	urt							
8	311100000019	'	CY	Hand Loading Of	Cle	ared And Grub	obed N	Material		
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	CY	18.00	х	\$31.27	х	1.3990	=	\$787.44
										\$787.44
	User Note	e: Sorenson								
32 - Exter	rior Improvements									\$201,879.81
9	323113130083		LF	2-1/2" Outside Dia	ame	ter Galvanized	d Stee	l Post, 7' To	10' In Le	ngth
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	250.00	х	\$16.98	Х	1.3990	=	\$5,938.76
									_	\$5,938.76
	User Note	e: Osprey Co	urt							
10	323113130083	0142	LF	For Vinyl Coated,	Add	d				
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	0.00	Х	\$7.52	х	1.3990	=	\$0.00
										\$0.00
	User Note									

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11	323113130083		LF	2-1/2" Outside Dia	ame	eter Galvanize	d Stee	l Post, 7' To	10' In Len	gth
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	200.00	х	\$16.98	х	1.3990	=	\$4,751.00
										\$4,751.00
	User Note:	: Sorenson								
12	323113130083	0142	LF	For Vinyl Coated,	Add	d				
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	0.00	х	\$7.52	Х	1.3990	=	\$0.00
										\$0.00
	User Note:	:								
13	323113130120		EA	26" Driven Post S	upp	oort For 2-3/8"	To 2-	1/2" Round C	hain Link	Fence Post
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	EA	25.00	х	\$66.15	Х	1.3990	=	\$2,313.60
										\$2,313.60
	User Note:	Osprey Cou	urt							
14	323113130120		EA	26" Driven Post S	upp	ort For 2-3/8"	To 2-	1/2" Round C	hain Link	Fence Post
	Accepted	_		Quantity	х	Unit Price	Х	Factor	=	LineTotal
		Installation	EA	20.00	х	\$66.15	х	1.3990	=	\$1,850.88
										\$1,850.88
	User Note:	Sorenson								
15	323113130169		LF	2" Vinyl Coated R	ail,	0.09" Wall Thi	cknes	s, Tie Wires	And Fitting	gs
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	3,412.00	х	\$11.98	Х	1.3990	=	\$57,185.19
										\$57,185.19
	User Note:	Osprey Cou	urt							
16	323113130169		LF	2" Vinyl Coated R	ail,	0.09" Wall Thi	cknes	s, Tie Wires	And Fitting	gs
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	2,312.00	х	\$11.98	х	1.3990	=	\$38,749.17
									_	\$38,749.17
	User Note:	Sorenson								
17	323113130186		LF	6' Full Height Viny	/I Co	oated Fabric C	hain l	_ink #9 Gaug	e Fused,	2" Mesh
	Accepted	-		Quantity	×	Unit Price	х	Factor	=	LineTotal

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SNOQUALMIE

Price Proposal Detail Package Report

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		Installation	LF	1,706.00	х	\$19.02	х	1.3990	=	\$45,394.92
										\$45,394.92
	User Not	te: Osprey Cou	urt							
18	323113130186	,	LF	6' Full Height Viny	/I Co	oated Fabric C	hain L	_ink #9 Gaug	e Fused,	2" Mesh
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	1,156.00	Х	\$19.02	х	1.3990	=	\$30,759.98
										\$30,759.98
	User Not	te: Sorenson								
19	323113130457		EA	14' Wide x 6' High	ı Do	ouble Gate Vin	yl Coa	ated Without	Barbed W	/ire Arm
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	EA	1.00	х	\$1,056.31	х	1.3990	=	\$1,477.78
										\$1,477.78
	User Not	te: Osprey Cou	urt							
20	323113130457		EA	14' Wide x 6' High	ı Do	uble Gate Vin	yl Coa	ated Without	Barbed W	/ire Arm
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	EA	1.00	Х	\$1,056.31	Х	1.3990	=	\$1,477.78
										\$1,477.78
	User Not	te: Sorenson								
21	323129000013		LF	Three 2" x 4" Rail	s, 6	' High 1" x 4" #	2 Gra	ide Western	Cedar Bo	ard Fence
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	0.00	х	\$31.16	х	1.3990	=	\$0.00
		Demo	LF	1000.000000	х	\$2.76	х	1.3990	=	\$3,861.24
										\$3,861.24
	User Not	te: Osprey Cou	urt							
22	323129000013		LF	Three 2" x 4" Rail	s, 6	' High 1" x 4" #	2 Gra	ide Western	Cedar Bo	ard Fence
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	0.00	Х	\$31.16	Х	1.3990	=	\$0.00
		Demo	LF	1156.000000	Х	\$2.76	Х	1.3990	=	\$4,463.59
										\$4,463.59
	User Not	te: Sorenson								
23	323129000080	,	EA	6' High, Pressure	Tre	ated Wood Fe	nce P	osts, Set In S	Soil, Earth	Fill

Page 5 of 6





Version: 3.0

Approved 08/03/2023 04:58:22 PM EST

City of Snoqualmie

38624 SE River Street, P.O. Box 987 Snoqualmie, Washington 98065

Installation	EA	0.00	Х	\$39.58	Х	1.3990	=	\$0.00
Demo	EA	100.000000	х	\$10.71	х	1.3990	=	\$1,498.33
							_	\$1,498.33

User Note: Osprey Court

24	323129000080		EA	6' High, Pressure	Tre	ated Wood Fe	nce P	osts, Set In S	Soil, Earth	Fill
	Accepted	_		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	EA	0.00	Х	\$39.58	Х	1.3990	=	\$0.00
		Demo	EA	144.000000	Х	\$10.71	Х	1.3990	=	\$2,157.59
										\$2,157.59

User Note: Sorenson

Proposal Total: \$208,587.58

The Percentage of Non Pre-Priced on this Proposal: 0.0%

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

SNOQUALMIE

City of Snoqualmie

Job Order Subcontractor Certification Report

38624 SE River Street, P.O. Box 987 Snoqualmie, Washington 98065

23-050 - 2023 - CDK Construction Services - Base

		Duration								
		Preapprova	l Process	Construc	ction Duration	Construction				
Job Order #	Project Title	Joint Scope	To NTP	Start Date	Days	End Date				
2023-01C		06/21/2023								
				Subcontracto	or		Certification	Participation Amt	Participation %	Certified (C) or Self (S)
								\$0.00	0.00%	Self Performed
Costs:	Work Order Total:		\$208,587.58 Subcontractor Value:			\$0.00				
Total SubContractor Value: \$0.00										

Certification Value Summary:

SubContractor % of "Work" for this Job Order:

<u>Certification</u>	<u>Value</u>	<u>%</u>	
	\$0.00	0.00%	

0.00%

City of Snoqualmie

38624 SE River Street, P.O. Box 987, Snoqualmie, Washington 98065



NTP Issued Date:

Notice to Proceed

Job Order Contracting

To: Zach Scharbau
CDK Construction Services
26231 NE 165th St
Duvall, WA 98019
(425) 788-8441

zscharbau@cdkconstruction.com

Contract #: 23-050

Job Order #: 2023-01C

Job Order Title: 2023 Stormpond Fencing

Location: Osprey Court

34513 SE Osprey Ct. Snoqualmie, WA 98065

This is your notice that your proposal for the above referenced task order has been approved and you have been awarded the Job Order Contract for the above referenced project. You are authorized to proceed with the work outlined in the Detailed Scope of Work. In accordance with the provisions of the contract, you are hereby notified to commence work on the subject Job Order.

From:

The Authorized Representative's signature below authorizes the contractor to begin procuring materials necessary to start construction.

Construction Complete Date:

The value of this Job Order is: \$208,587.58

If you have any questions, please contact the undersigned.

Parks & Public Works Director	 Date
Parks & Public Works, Project Engineer	 Date

Osprey



Sorenson





BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-101 August 14, 2023 **Committee Report**

AGENDA BILL INFORMATION

	1,000 1010 1 10		0 1 1 0 1				
TITLE:	AB23- 101 Purchase of Com	☐ Discussion Only					
	Equipment and Installation f	□ Action Needed:					
	Structures, Inc.						
PROPOSED	Adopt Resolution No. XXXX	Approving F	urchase Order of	:	☐ Motion		
ACTION:	Splash Pad Equipment and I	nstallation f	rom Aquatix by		☐ Ordinance		
	Landscape Structures, Inc.				□ Resolution		
REVIEW:	Department Director/Peer Mike Chambless Clie			Click	or tap to enter a date.		
	Finance	Drew Bou	ta	7/27/	7/2023		
	Legal	David Linehan		Click	or tap to enter a date.		
	City Administrator	Mike Char	nbless	Click	or tap to enter a date.		
DEPARTMENT:	Parks & Public Works						
STAFF:	Dylan Gamble						
COMMITTEE:	Parks & Public Works		COMMITTEE DA	TE: Au	gust 8, 2023		
MEMBERS:	Ethan Benson	Bryan Ho	lloway	Jo J	lohnson		
	1. Resolution No. XXXX						
EVILIBITO	2. Sourcewell Documentation						
EXHIBITS: 3. Purchase Order with Landscape Structures							
	4. Splash Pad Designs						
	AMOUNT OF EXPENDI	TURE	\$ 1,490,288				
	AMOUNT BUDGETED		\$ 1,500,000				

APPROPRIATION REQUESTED \$ 0

SUMMARY

INTRODUCTION

This agenda bill seeks approval of a purchase order with Aquatix by Landscape Structures, Inc. for SplashPad design, features, mechanical components, and complete installation of the equipment. The purchase will be made through a SourceWell Cooperative Purchase Contract and includes construction costs associated with the installation of the equipment and features.

LEGISLATIVE HISTORY

Council approved the construction of a \$1.5 Million Sprayground at Community Park in the 2023-2028 Capital Improvement Plan. The entire project is scheduled to be completed in 2024.

BACKGROUND

A sprayground (Splashpad) would create a focal point for the community. Its multi-purpose design would allow children to cool off in the sprayground, and residents to attend concerts and other activities in its amphitheater-like setting during the warm summer. This new amenity will further connect Community Park to retail establishment.

ANALYSIS

For the purchase of the playground and water play equipment, the City is using the Sourcewell purchasing and service cooperative. The use of Sourcewell is consistent with the City's procurement policies under SMC 2.90.020. The City has used Sourcewell in the past, most recently when purchasing the Fire Pumper Truck and All-Inclusive Playground. The benefits of purchasing through Sourcewell include pre-qualification of vendors, streamlined procurement, and reduced pricing.

BUDGET IMPACTS

Administration recommends approving a purchase order with Aquatix by Landscape Structures in the amount of \$1,490,288 to design, procure, and install a splash pad at Community Park. The City incorporated the Community Park Sprayground Project into the 2023-2028 Capital Improvement Plan (CIP) (see Exhibit #5) for a total project budget of \$1,500,000 and the 2023-2024 Biennial Budget for the same amount. There have been no expenditures and no contracts approved for the project to-date. When accounting for the value of this contract, the only one for the project, the City will have a remaining project budget of \$9,712. Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget (Non-Utilities Capital Fund #310) to fund the contract.

Community Park Sprayground Project

	Life-of-Project Budget		2023-2024 Biennial Budget		
	(Single Biennium)				
Beginning Budget	\$	1,500,000	\$	1,500,000	
Expenditures	\$	-	\$	-	
Outstanding Contract Value (Previously Approved)	\$	-	\$	-	
Current Available Budget	\$	1,500,000	\$	1,500,000	
Value of this Purchase Order (AB23-101)	\$	(1,490,288)	\$	(1,490,288)	
Available Budget after AB23-101		9,712	\$	9,712	

NEXT STEPS

Following adoption of the resolution and purchase order will be executed by Landscape Structures, Inc. and the Mayor. Following approval of the purchase Parks and Public Works will work to get the construction and site preparation of the Splashpad to ensure construction in the Spring of 2024.

PROPOSED ACTION

Adopt Resolution No. XXXX approving a purchase order with Aquatix by Landscape Structures, Inc. for Splash Pad Equipment and Installation.

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON AWARDING A CONTRACT FOR COMMUNTIY PARK SPLASHPAD EQUIPMENT & CONSTRUCTION TO AQUATIX BY LANDSCAPE STRUCTURES, INC.

WHEREAS, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

WHEREAS, pursuant to RCW 39.34.030 and guidance from the Office of the Washington State Auditor, local government agencies may use another public agency's active contract for purchases of products, services or public works as long as the "awarding agency" follows its own bid requirements and posts the bid or solicitation notice on a website for purposes of public notice; and

WHEREAS, Snoqualmie Municipal Code Section 2.90.020 allows the purchase of materials, supplies and equipment (including capital equipment) through a purchasing cooperative, interlocal agreement or formal competitive bid; and

WHEREAS, Sourcewell is a State of Minnesota local government agency and service cooperative that provides centralized procurement services to participating agencies; and

WHEREAS, the City of Snoqualmie is a participating agency of the Sourcewell service cooperative; and

WHEREAS, on November 10, 2020, Sourcewell published a Request for Proposal (RFQ #010521) for Playground and Water Play Equipment with Related Accessories and Services, and received proposals from 25 vendors; and

WHEREAS, Sourcewell's Proposal Evaluation Committee evaluated and ranked the 25 vendors according to criteria that included, among other things, pricing, warranty, and conformance to RFP requirements, and recommended an award of a Sourcewell contract to the 6 highest-ranked vendors; and

WHEREAS, Landscape Structures, Inc. was one of the top two ranked vendors; and

WHEREAS, Sourcewell has a contract with Landscape Structures, Inc. for playground and water play equipment under Solicitation Number RFP #010521, for a term that runs through February 17, 2025; and

WHEREAS, Sourcewell followed all bidding requirements in issuing RFP #010521 and posted it on its website for purpose of public notice; and

WHEREAS, City Staff and the Parks and Events Commission recommend Aquatix By Landscape Structures, Inc. as the preferred vendor; and

WHEREAS, the City Council of the City of Snoqualmie has determined that it is in the interest of the City and its residents to use the Sourcewell contract with Aquatix By Landscape Structures, Inc. for the Community Park Splashpad,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Snoqualmie, Washington as follows:

<u>Section 1</u>. The purchase order contract for the Community Park Splashpad Equipment and Construction is awarded to Aquatix by Landscape Structures, Inc.

Section 2. The Mayor is authorized to execute a purchase order in the amount of \$1,490,228 with Aquatix By Landscape Structures, Inc.

PASSED by the City Council of the, 2023	City of Snoqualmie, Washington, this	_ day of
	Katherine Ross, Mayor	
Attest:		
Deana Dean, City Clerk		
Approved as to form:		
David Linehan, City Attorney		



RFP #010521 REQUEST FOR PROPOSALS for

Playground and Water Play Equipment with Related Accessories and Services

Proposal Due Date: January 5, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published: November 10, 2020

Pre-proposal Conference: December 3, 2020, 10:00 a.m., Central Time

Question Submission Deadline: December 23, 2020, 4:30 p.m., Central Time

Proposal Due Date: January 5, 2021, 4:30 p.m., Central Time

Late responses will not be considered.

Opening: January 5, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

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I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. **SOURCEWELL**

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal
 organizations, school boards, and publicly-funded academic, health, and social service
 entities referred to as MASH sector (this should be construed to include but not be
 limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as
 well as any corporation or entity owned or controlled by one or more of the preceding
 entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented
 Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan
 Urban Municipalities Association (SUMA), Association of Manitoba Municipalities
 (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador
 (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince
 Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-for-vendors/agency-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

- 1. Sourcewell is seeking proposals for Playground and Water Play Equipment with Related Accessories and Services, including, but not to be limited to:
 - a. Playground equipment, site furnishings, site amenities, and accessories;

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- b. Water play and aquatic recreational structures and equipment, such as splash pads, waterparks, waterslides, playable fountains, ground sprays and activity towers;
- c. Playground surfacing and fall protection, and water play and aquatic recreational surfacing; and,
- d. Services related to the solutions described in subsections 1. a. c. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
- 2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - Athletic Surfacing with Related Materials, Supplies, Installation, and Services (RFP #060518)
 - 2. Athletic and Physical Education Equipment and Supplies with Related Accessories (RFP #071819)
 - 3. Flooring Materials, with Related Supplies and Services (RFP #080819)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

- 1. <u>Safety Requirements</u>. All items proposed must comply with current applicable safety or regulatory standards or codes.
- 2. <u>Deviation from Industry Standard</u>. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- 3. <u>New Equipment and Products</u>. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
- 4. <u>Delivered and operational</u>. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
- 5. <u>Warranty</u>. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. <u>ANTICIPATED CONTRACT TERM</u>

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$70 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

- Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
- 2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
- 3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
- 4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

- 1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. Percentage Discount from Catalog or Category is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
- 2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
- Stated in U.S. and Canadian dollars (as applicable); and
- 4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

- 1. Clearly identify the affected article and section, and
- 2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

Rev. 2/2020 Sourcewell RFP #010521

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Rev. 2/2020

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. **OPENING**

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist
 Participating Entities achieve environmental and social requirements, preferences, and
 goals. Information submitted as part of a proposal should be as specific as possible
 when responding to the RFP. Do not assume Sourcewell's knowledge about a specific
 vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

TOTAL POINTS	1000
Pricing	400
Depth and Breadth of Offered Equipment, Products, or Services	200
Warranty	50
Value Added Attributes	75
Marketing Plan	50
Ability to Sell and Deliver Service	100
Financial Viability and Marketplace Success	75
Conformance to RFP Requirements	50

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;

Rev. 2/2020 Sourcewell RFP #010521

- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received:
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



11/12/2020

Addendum No. 1

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and

Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture site amenities such as tables, bollards, benches, trash receptacles and more. We do not manufacture playgrounds or water play equipment. Based on this, can we bid as a provider of the equipment and installation of our product scope?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services).

Question 2:

Do we need to be able to provide all the items listed in the Requested Equipment, Products, or Services to respond to the RFP?

Answer 2:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed ... to the largest possible cross-section of Sourcewell current and future Participating Entities." A proposer is not required to offer all possible products or services within the scope of the solicitation to be considered for award.

Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/12/2020, is required at the time of proposal submittal.



11/13/2020

Addendum No. 2

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and

Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a manufacturer's representative in New York. Will that disqualify us from an award?

Answer 1:

A proposer is not required to cover every geographic region to be considered for award. Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Participating Entities. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details. Each proposal is evaluated based on the criteria stated in the RFP.

Question 2:

Are you looking for pour in place rubber surfacing? This will be hard to provide, as it is dependent on the equipment being used for fall height and location of the playground or park.

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP. Section II. B. of the RFP addresses the Requested Equipment, Products, or Services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/13/2020, is required at the time of proposal submittal.



11/19/2020

Addendum No. 3

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and

Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is this RFP the same as the previous Recreation and Playground Equipment, Accessories, and Supplies contract that expires on 4/14/21?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP. Each RFP is an opportunity independent of any other prior, current or future RFPs.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/19/2020, is required at the time of proposal submittal.



12/7/2020

Addendum No. 4

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and

Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a manufacturer with dealers and sales partners in many states and provinces. If awarded a contract, are we able to assign the contract to the local partner so that we do not need to be registered to collect tax in every state and province?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – "... If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract." It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements of the RFP and the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded suppliers with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers, Distributors, and/or Resellers.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/7/2020, is required at the time of proposal submittal.



12/18/2020

Addendum No. 5

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and

Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Table 5 required for submission? Will bid be considered incomplete without it?

Answer 1:

It is left to the discretion of each proposer to determine the documentation necessary to satisfy all the requirements included in the questionnaire tables. All proposals are evaluated based on the criteria as stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/18/2020, is required at the time of proposal submittal.



12/22/2020

Addendum No. 6

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and

Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we email our financial statements to a procurement representative for review rather than submitting in the portal?

Answer 1:

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

Question 2:

Are you selecting multiple suppliers for award?

Answer 2:

Refer to RFP Section VI. - EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/22/2020, is required at the time of proposal submittal.

Snoqualmie Splash Worksheet # 2301-11496-4





To:

APPROVAL

signature

City of Snoqualmie 38624 SE River Street Snoqualmie, WA 98065 Michael Chambless | 425.996.5418 MChambless@snoqualmiewa.gov

Project Location:

Snoqualmie Community Park 35016 SE Ridge St Snoqualmie, WA 98065

Owner:

City of Snoqualmie 38624 SE River Street Snoqualmie, WA 98065



Ship To:

Snoqualmie Community Park 35016 SE Ridge St Snoqualmie, WA 98065

Date	Lead Time	Proposal & Drawing #	Q	uoted By
July 14, 2023	16 to 18 weeks	1168696-01-04	John Larson	206.940.1108
	WAT	ER PLAY FEATURES		
		hed Aquatix Proposal #1168696-01-04,	\$	452,440.
	dated 7/14/2022		Ś	
	MECHA	NICAL COMPONENTS	Ş	-
T		attached Aquatix Proposal #1168696-	Ι	
	01-04, dated 7/14/2022		\$	244,269.
			\$	
		SERVICES	-	
	per 'Services' on attached Aquatix 7/14/2022	Proposal #1168696-01-04, dated	\$	8,032
	77 147 2022		¢	
	OPT	TIONAL SERVICES	Y	
				2 000
	Sealed Engineered Stamped Draw		\$	3,800
	System Startup and Training, on stechnician for (2) days system start	, , , , , , , , , , , , , , , , , , , ,	\$	4,000
	teeninean for (2) days system star	OTHER		
T	Equipment Freight		\$	31,101
				•
	Aquatix Equipment Total		\$	743,642
	INSTALLATION Based on Drawing/Plans	s/Submittal Packet #1168696-01-03, dated 3/13	/2023	
r attached scope	Jobsite Prep/Mobilization/Survey		\$	44,500
r attached scope	Demolition of Existing Basketball C	Court	\$	28,500
r attached scope	Grading & Earthwork		\$	87,350
r attached scope	Plumbing & Drainage		\$	134,000
r attached scope	Concrete (per attached scope-of-w	vork)	\$	135,000
r attached scope	Install Splash Pad Equipment		\$	97,500
r attached scope	Contingency		\$	
r attached scope	Kite Shade Install		\$	24,500
		/Submittal Packet #1168696-01-03, dated 3/13/		2.,500
Prime	Labor and material for installation	of new 100 amp 120/208 volt single		
	phase service for splash park pend Labor and material for installation	,		
Prime	terminations and testing.	,		
Prime	Provide all electrical permits and in	nspections per city codes.	\$	73,500
Electric Exclusions: Co		& Lighting, Security Rough-in, Existing (g Patching Painting, Sawcutting Trenchi		alating Materia
			-	
S	ourcewell Contract #010521-LSI	[City of Snoqualmie ID# 76498] P	ricing Discount \$	(22,622
e Purchase Order to:		end for processing to:	Freight	(see above)
e Purchase Order to: Jatix by Landscape S		layCreation, Inc.		
ention: Aaron Skoger	n at	ttention: John Larson	Sub Total \$	1,368,492
7th Street South ano, MN 55328-0198		104 SW 152nd Street, ste 1 urien, WA 98166	Tax 8.9% \$	121 705
onskogen@playlsi.co	om Jo	hnL@PlayCreation.com	1UX 0.3/0 \$	121,795.
.972.4978	by landscape structures 20	06.932.6366	TOTAL \$	1,490,287.
3.972.4978	by landscape structures	06.932.6366	TOTAL \$	1,490,

Quote Based on 2023 Pricing V1 | Pricing Valid for 30 days from date listed above | see following pages for complete terms

date

PO#





Scope-of-Work

Scope based on construction drawings as prepared by Aquatix #1168696-01-03-C dated 3-13-2023 projected project duration = 3 months

Notes

- Total Splash Pad Area (incl. apron) = 5907 ft²
- No. of Collector Boxes = 8 units
- Distance from collector boxes to water tank = 50 lf
- Splash Pad Area = 4471 ft²
- Apron Area = 1436 ft²
- Structures: single post up to 6ft height = 11 units
- Structures: single post up to 10ft height = 8 units
- Structures: large, multi-post structures = 4 units

-	Ground sprays = 41 units
Job	/Site Preparation
	Safety Fence Around Site
	Erosion Control for Construction Site
	Portable Restroom
	Survey
Dei	mo
	Removal of existing asphalt court
Ear	thwork
	Compact 18" Subbase
	Backfill Water Tank
	Removal of Vegetation and Top Soil - 6" depth
	Sub-cut Area for Granular Fill - 6" depth
	Excavate for Concrete Water Tank
	Excavate Major Plumbing Trenches
	Granular Fill for Subbase - 18" depth
	Pea Rock Fill for Water Tank 3/8" +- stone
	Excavator and Operator
Plu	mbing
	Installation of all splash pad embed fixtures and route plumbing to equipment systems.
	All plumbing for splash pad is to be Sch. 80 pvc pipe and fittings.
	Installation of splash pad recirculation systems as outlined in Aquatix proposal.
	Installation of prefabricated equipment enclosure on top of concrete pad.
	Final hookup of water supply line to system mechanical float valve at water tank.
	Final hookup of waste piping from equipment systems and components.
Coı	ncrete
	Construction of Splash Pad concrete area to be 6" thick, ½" rebar spaced 8" O.C. both ways, 3,500 psi concrete.
	Construction of Apron concrete area to be 4" thick, wire mesh reinforced
	Both Splash pad and apron to include Expansion joint and saw-cut joints as specified
	Concrete to be a standard grey color with medium broom finish.
Ele	ctrical
	Required bonding for splash pad and mechanical systems.
	Main power connection to control panel (typically 230V, single phase 40-60amps and 120V, 20amps)
	Power distribution from control panel to submersible pump in water tank.
	Power distribution from control panel to activation devise.
	Power distribution from control panel to drain-to-waste valve.
Ext	erior Splash Pad equipment
	Prep. mounting surface.
	Drill and epoxy mounting anchors.
	Mount structure and secure to splash pad.
	Trim-out acrylic attachments and base skirt with collar.
Mis	sc. Services
	Kite Shade Installation





Proposal

Dated: 7/14/2023 **Project Name:** Snoqualmie Falls

Prepared For: John Larson Aquatix Proposal Number: 1168696-01-04

PlayCreation

206-932-6366 **Total GPM:** 648

johnl@playcreation.com

16 Week lead time on custom products after order is placed.

Dear John:

It is our understanding that Aquatix by Landscape Structures is to provide the following water play features for the above referenced project.

Water Play Features						
Qty	<u>Description</u>	Model #	Unit Sales Price	Final Sales Price		
1	FlashFlood	AQ100743	\$44,655.00	\$44,655.00		
1	RippleRun- SS	AQ101065	\$28,155.00	\$28,155.00		
2	Foam Landing Pad 5' X 3'	AQ300537	\$3,105.00	\$6,210.00		
1	Custom Grotto- GFRC		\$47,655.00	\$47,655.00		
1	Custom AquaFalls Bear- GFRC		\$71,750.00	\$71,750.00		
1	AquaLogs- GFRC	298705	\$20,725.00	\$20,725.00		
4	AquaRock Large- GFRC	AQ100978	\$3,735.00	\$14,940.00		
5	AquaRock Small- GFRC	AQ101002	\$3,475.00	\$17,375.00		
1	Custom Big Foot- GFRC		\$49,000.00	\$49,000.00		
1	Arch Jet Tunnel	AQ100082	\$4,690.00	\$4,690.00		
6	Mini Pillar- SS	AQ101164	\$700.00	\$4,200.00		
2	Side Wall Fan Spray- PVC	AQ100234	\$1,785.00	\$3,570.00		
4	Side Wall Stream- SS	AQ100831	\$700.00	\$2,800.00		
8	Stream Jet - SS	AQ101159	\$700.00	\$5,600.00		
6	Triple Mist Nozzle	AQ101156	\$895.00	\$5,370.00		
1	Custom Stump Slide		\$32,000.00	\$32,000.00		
1	Custom Bear Slide		\$27,650.00	\$27,650.00		
2	Pine Tree Shower	AQ100529	\$9,400.00	\$18,800.00		
3	Tall Pine Bucket Shower	293248	\$15,765.00	\$47,295.00		
			-	\$452,440.00		

Water play feature design notes:

- All above water play features are to be the standard product of Aquatix by Landscape Structures.
- All ground spray features are imbed and installed prior to concrete being poured.
- Pricing reflects painted products. Brushed SS to have additional costs.
- * Additional fees may apply for products to be powdercoated.
- * Any surface finishes shown on renders are conceptual and provided by others.

Mechanical Components

Recirculation System \$244,269

1 Sand Filtration Skid

A pre-plumbed, pre-wired, integrated filtration equipment system mounted on a finished skid. The skid to consist of main system control panel, filtration pump with integral hair and lint strainer, sand filtration system, automatic chemical treatment controller, gauges, and flow meter. System to be manufactured by Aquatix and be capable of 140 gpm filtration rates.

1 Chemical Treatment

To consist of Liquid Chlorine Pump, Liquid Acid Pump, and (2) 100 gallon Chemical Solution Crock. CAT controller manufactured by Hayward.

1 Ultra Violet Disinfection System

To consist of a ELP Delta UV disinfection unit that is housed in a HDPE enclosure, UL listed, NSF certified and cryptosporidium evaluated, and EPA registered. Unit has electronic controller that has UV monitors. Unit to be capable of the filtration flow rate of 140. To be provided loose. Plumbing and electrical connections by others.

1 Feature Skid

A pre-plumbed, pre-wired, integrated equipment system mounted on a finished skid. System to consist of a self-priming feature pump with integral hair and lint strainer, check valves, isolation valves, gauges, and flow switch. System to be manufactured by Aquatix and be capable 648 gpm feature flow rates.

1 Distribution Manifold - Sequencing

To consist of a Sch. 80 PVC distribution manifold with electric solenoid valves for sequencing on / off of water play elements and manual valves for adjusting water flows to water play elements. Solonoids and valves provided for field installation. *Y strainers will be included if misting products are proposed. Sequencing only applies to (6) Mini Pillars and (8) Stream Jets.

1 Pre-fabricated Water Reservoir

To consist of a 4000 gallon concrete vessel complete with access hatch, access ladder, floating skimmer, water make-up float valve, overflow outlet, submersible pump out system, inlet loop manifold, pumps foot valves, and all piping and electrical connections specific to project design.

1 Aquavator

To consist of an stainless steel activation bollard with bulldog touch sensor that will signal a control panel to activate feature supply system for set duration of time.

1 Control Panel - Sequencing

To be an UL listed control panel with integrated color touchscreen that will provide complete operating system power distribution and system controls for a programmable sequencing splash pad system. Programmable features allow customization of hours of operation, feature sequencing, and activate water flow via a touch enabled activation device. System is also internet enabled to allow remote access (requires network connection, by others). Typical electrical requirements for sequencing recirculation systems are 230V 1Ph/60Htz and 120v 1/Ph 60htz

2 Debris Chamber

The Debris Waste Chamber is a pre-fabricated sump with removable stainless steel debris trap and motorized rain diverting valve that will open during splash pad non-use. Shall be constructed of ½ inch thick high density polypropylene with lockable access hatch.

8 Drain Box

To consist of a 13" diameter PVC sump and HDPE grate top. Each collector box has a nominal capacity of 120 gpm gravity supply to waste outlet

Mechanical system design notes:

• All mechanical components are per the described products below. If there are code requirements that have different product capabilities, Aquatix will need to be notified for a revised proposal. Aquatix is not responsible for specific code related requirements.

Services

Design & Construction drawings:

\$8,032

Item 5.

Including: All design and construction drawings for splash pad project construction to consist of construction of concrete pad, mechanical system, electrical and control systems, inbed spray fixtures / collector box installation details, water plays structure assembly / installation on concrete splash pad, equipment systems installation and hookups.

Splash Pad Design Notes:

- 1. Aquatix by Landscape Structures design services are based on ideal site locations and conditions.
- 2. Aquatix by Landscape Structures design services do not include soil corrections, demolition planning, site elevation plans, utility planning / design or relocation of utilities. (i.e. based on water, waste and power being available at designed area's of splash pad by others.)
- 3. All permits and costs of permits are not included in our splash pad design package.
- 4. Design package will be prepared based on Aquatix's interpretation of Local health code.
- 5. The fee for design services is non-comissionable.
- 6. Any additional drawings associated with project outside of splash pad to be made by others. (sidewalks, landscaping, electrical)

Pricing Summary

Total Price for Equipment as Described Above:

\$704,741

FOB Delano: \$31,101

Optional Services (Non-Commissionable):

Sealed Engineering Stamp

Add: \$3,800

Aquatix by Landscape Structures to have drawings stamped by a licensed PE in the State of project. Please note: Subsequent requests for additional revisions and PE Stamps can result in additional charges.

System Startup and Training

Add:

\$4,000

Aquatix by Landscape Structures to provide (1) factory direct technician for (2) day of system startup, balancing, and owner training. Aquatix requires 2-4 weeks advance notice depending on seasonal demand.

^{*}Aquatix by Landscape Structures offers on-site supervision and startup services at additional costs.

^{*}Water heaters are offered at additional costs.

^{*}Equipment Enclosures are offered at additional costs (otherwise mechanical equipment to be stored in above ground equipment enclosure, by others).

General Conditions

*Terms of payment are Net 30. A deposit may be required dependent on receiving an LSI signed credit agree and credit review

Item 5.

- *Proposal is subject to the attached terms and conditions.
- *Proposal and pricing valid for 30 days.
- *All pricing provided is in USD.
- *This proposal and pricing is based on our interpretation of the sections of the RFP or specification that have been made available to us. Exceptions have been noted where ever possible. In the event of a conflict between the language in the specification and the proposal, the language in the proposal takes precedence and is the basis of the proposed pricing. Aquatix by Landscape Structures reserves the right to reject any order based on differences in pricing. Aquatix by Landscape Structures reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time an order is tendered.
- *Aquatix by Landscape Structures will not initiate work with out a fully executed contract or purchase order. Fabrication will not be initiated until complete submittal approvals have been received.
- *Submittals will be provided upon receipt of a fully executed contract or purchase order.
- *The proposed equipment can generally be shipped within 10-12 weeks after receipt of completely approved submittals. Lead time will be updated at the time of order execution.*
- *Custom equipment is subject to longer lead times.
- *Sales tax is not included in the prices quoted. All applicable Federal, State and Local sales or use taxes must be paid by the customer.
- *Freight is FOB Delano, MN.
- *RETURN POLICY: As an indication of our commitment to our customers, Aquatix by Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts, as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

If you have any questions or comments concerning this information, please feel free to call me at 763-972-4978. Thank you for the opportunity to bid on this project.

Sincerely,

Aaron Skogen General Manager

Acceptance of Proposal	Proposal Number: 1168696-01-04	
PO Number:	**Purchase orders shall be addressed to Landscape Structures	Item 5.
Client Name:		
Company:	Phone Number:	
Bill To Name/Address:		
Ship To Name/Address:		
Install Name/Address:		
Maintenance Name/Addr		
Email:	Phone Number:	
Proposal Amount \$		
Sales Tax Amount \$	(when applicable)	
Final Contract Amount \$		
** Sales tax will be added	d to your invoice if no tax exempt or resale certificate is received	
Client Authorized Signatu	ure Date	
Print		
	ereby authorizes the client's acceptance of the above work as described. nds and agrees with the terms and conditions of this proposal.	
	601 7th Street South Delano, MN 55328	
	landscape structures	



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper[®] posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc. 601 7th St. South Delano, MN 55328-8605 888.438.6574 (inside the U.S.A.) 763.972.5200 (outside the U.S.A.) playlsi.com





952.445.5135 | 877.632.0503 aquatix.playlsi.com









































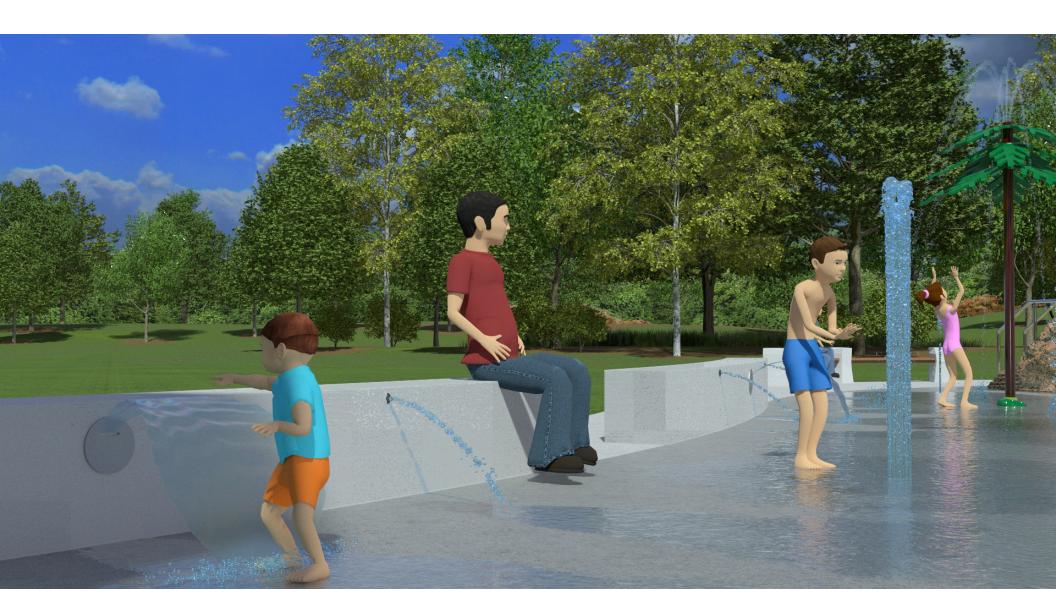




*Custom GFRC features shown on splash pad for reference. Refer to pages 12 and 13 for details.

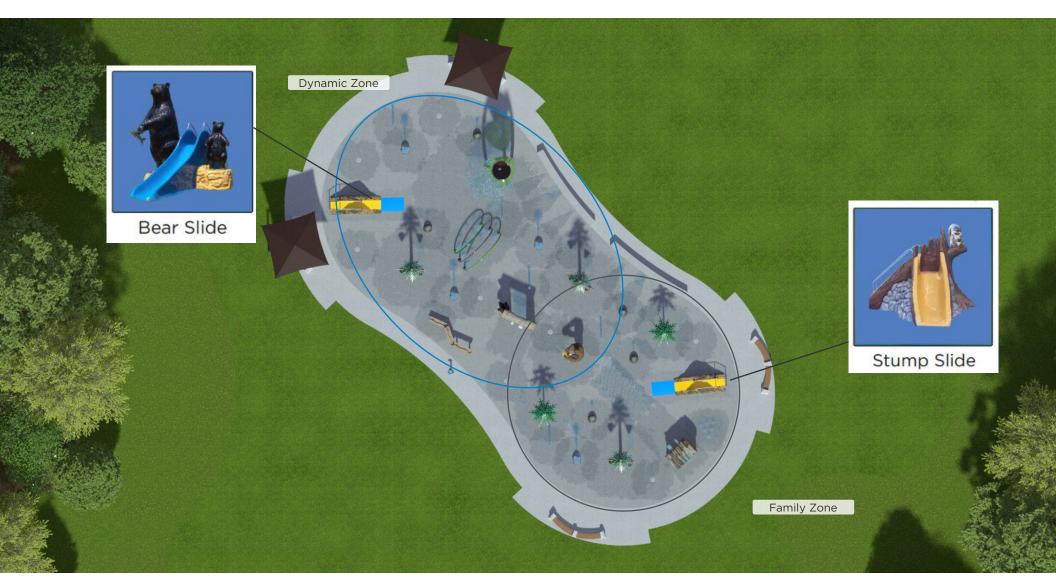












*3D Rock slides shown on splash pad for reference. Refer to "Stump Slide" and "Bear Slide" for actual feature.





Design Details

*Surface finishes and/or site furnishings shown are conceptual and provided by others.

Proposed Color Palette

Paint Colors



Project Details
Dimensions
100' x 100'

Acrylic Colors

Lime Zest

Step Pad Color

Total System Flow Rate 648 GPM

Color Approval

Customer Signature Date

Colors shown are for representation purposes.

Consult with your Representative for actual color swatches for final color selection.



Snoqualmie Falls

Design# 1168696-01-04 7/14/2023



Log Falls with Standing Bear

Design Details #362_1169883-01-02

Based on Aqua Falls
Approximately 8' W x 30" x 9' in height
Life-size GFRC Standing Bear - Bolts up to vertical log
Includes squirrel, butterfly, dragonfly and lady bugs

Construction Details

Built with stainless steel tubing and rod Stainless steel 18 gauge expanded metal Coated with 1" sprayed (GFRC) sculptural concrete Painted with clear coat





Actual LSI GFRC sculptures -Reference pictures only



Conceptual design only and is subject to possible changes









Actual LSI GFRC sculptures -Reference pictures only



Snoqualmie Falls

Design# 1168696-01-03 12/15/2022



Bigfoot

Design Details #1169236-01-02

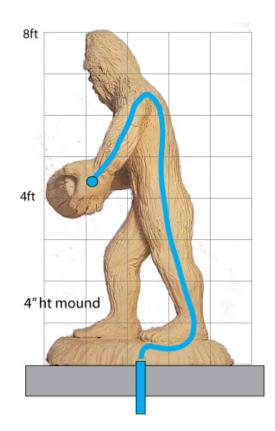
Approximately 4' L x 3' W x 8' H
GFRC Sasquatch with wooden bucket on earthy base

Construction Details

Built with welded stainless steel plate and rod 18 gauge expanded stainless steel mesh Coated with 1* sprayed (GFRC) sculptural concrete Painted with concrete paint / stain and clear coat









Reference pictures only

Conceptual design only and is subject to possible changes