# CITY COUNCIL SPECIAL HYBRID MEETING, 6:00 PM
# CITY COUNCIL REGULAR HYBRID MEETING, 7:00 PM
## Monday, August 14, 2023
### Snoqualmie City Hall, 38624 SE River Street & Zoom

**MAYOR & COUNCIL MEMBERS**
Mayor Katherine Ross
Councilmembers: Ethan Benson, Cara Christensen,
Bryan Holloway, Jo Johnson, James Mayhew,
Louis Washington, and Robert Wotton

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

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## SPECIAL MEETING AGENDA, 6 PM

**CALL TO ORDER & ROLL CALL**

**AGENDA APPROVAL**

**SPECIAL BUSINESS**

1. Review of 2023 Q1 Quarterly Report

**EXECUTIVE/CLOSED SESSION**

2. Closed Session pursuant to RCW 42.30.140(4)(b) for the planning or adoption of a strategy or position to be taken during the course of any collective bargaining proceedings, or reviewing the proposals made in the negotiations or proceedings.

   No action is anticipated to occur following conclusion of the closed session.

**ADJOURNMENT**

## REGULAR AGENDA, 7 PM

**CALL TO ORDER & ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL**

**PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS**

**Public Hearings**

**Appointments**

3. Police Officer Swearing In - Drew Ward
4. Police Officer Swearing In - Marcus Sanchez
5. **AB23-103**: Appointment to the Planning Commission

    **Proposed Action:** Move to confirm the Mayor's recommendation to appoint Ashleigh Kilcup to the Planning Commission.

**Presentations**

**Proclamations**

**PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA**

**CONSENT AGENDA**

6. Approval of the City Council Regular Meeting Minutes dated July 24, 2023 and Special Meeting Minutes dated July 31, 2023.
7. Approve the Claims Approval Report dated August 14, 2023.
8. **AB23-100**: Resolution Approving the Selection of CDK for the Storm Pond Fencing Repair
9. **AB23-101**: Purchase of Community Park Splash Pad Equipment and Installation from Aquatix by Landscape Structures, Inc.
10. **AB23-102**: Resolution 1659 designating agent to receive claims.

**COMMITTEE REPORTS**

**Public Safety Committee:**

**Community Development Committee:**

11. **AB23-097**: Pacific West Rail Model Train Museum

    **Proposed Action:** Move to approve the Development Agreement and Ground Lease for the Pacific West Rail Model Train Museum, to be located on the "public use" parcel known as Gateway Park, with the agreements to be substantially in the form provided herewith, and authorize the Mayor to sign.

**Parks & Public Works Committee:**

12. **AB23-098**: Approving a Design-Build Contract with Absher Construction, Inc., for the Community Center Expansion

    **Proposed Action:** Move to adopt Resolution No. 1662 approving a Design-Build Contract to Absher Construction Inc., and authorize the Mayor to sign.

13. **AB23-099**: License Agreement with The Line Experience, Inc.

    **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.

**Finance & Administration Committee:**

**Committee of the Whole:**

**REPORTS**

14. Mayor's Report
15. Commission/Committee Liaison Reports
16. Department Reports

**EXECUTIVE/CLOSED SESSION**

17. Closed Session pursuant to RCW 42.30.140(4)(b) for the planning or adoption of a strategy or position to be taken during the course of any collective bargaining proceedings, or reviewing the proposals made in the negotiations or proceedings.

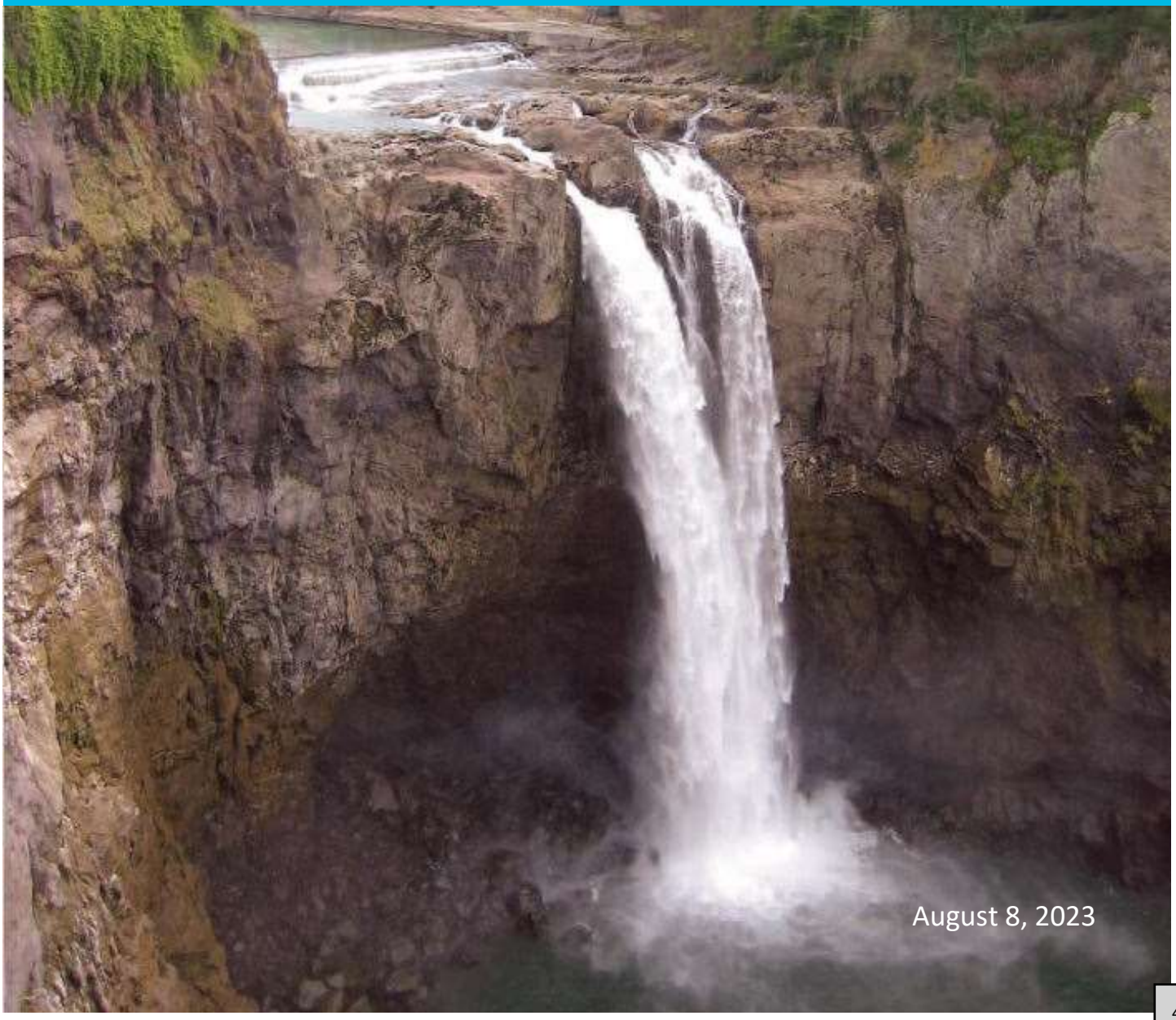
    No action is anticipated to occur following conclusion of the closed session.

18. Potential executive session pursuant to RCW 42.30.110(1)(a)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

**ADJOURNMENT**

# City of Snoqualmie

## March 2023 Quarterly Report



August 8, 2023

**FINANCE DEPARTMENT**

38624 SE River Street
PO Box 987
Snoqualmie, WA 98065

Office: 425-888-1555
Fax: 425-831-6041

www.snoqualmiewa.gov

DATE: August 8, 2023
TO: Snoqualmie City Council
FROM: Jen Ferguson, Finance & Human Resources Director; Drew Bouta, Budget Manager; Janna Walker, Budget Analyst; Samantha Brumfield, Project Specialist
SUBJECT: Financial Performance Report as of Quarter 1, 2023

Attached is the City of Snoqualmie's quarterly Financial Performance Report for the period ending March 31, 2023. The purpose of this report is to compare actual revenues and expenditures to the 2023-24 Amended Budget, present a 2023 year-end forecast, and to review fund balances for compliance with financial management policy. A summary of all funds and their current status can be reviewed at Appendix A1.

# City Funds Scorecard

| | Location | Score |
|---|---|---|
| **General Fund Forecast** | | |
| *Revenue compared to Budget* | Page 3 |  |
| *Expenditures compared to Budget* | Page 3 |  |
| **Special Revenue Funds** | | |
| *Revenue compared to Budget* | Page 4 |  |
| *Expenditures compared to Budget* | Page 4 |  |
| **Utility Funds Forecast** | | |
| *Revenue Compared to Budget* | Page 4 |  |
| *Expenditures compared to Budget* | Page 4 |  |
| **Internal Service Funds Forecast** | | |
| *Revenue Compared to Budget* | Page 5 |  |
| *Expenditures compared to Budget* | Page 5 |  |
| **Reserve Requirements and Fund Balance** | | |
| *General Fund* | Page 5 |  |
| *Utility Funds* | Page 6 |  |
| *Utility Capital Funds* | Page 6 |  |
| *Non-Utility Capital Funds* | Page 7 |  |

**Legend:**

 Positive Variance or negative variance < 1%

 Negative variance of 1-5%

 Negative variance of > 5%

 Negative variance of > 5%, but expected to resolve within the Biennium

Note: Forecasts for Capital accounts require a higher degree of judgment due to their project-based nature and irregular revenue sources. However, these capital expenditures and reserves are monitored. See pages 6 & 7 for Capital reserves and Appendix A2 for project status and year-end forecasts.

# City Funds Forecasts Detail

The tables below show the General fund by type of revenue or expenditures and other funds by total revenues and expenditures, as compared to the 2023-24 Biennial Budget. The fourth column includes 2023 forecasted values. Negative variances in the "% of 2023 Budget" column are highlighted in red. Note that the totals below do not include transfers in or out, which are part of the legal appropriation, or spending authority, for a fund. These transfers are relatively automatic and could inappropriately influence how a user interprets the table.

## General Fund Forecast

| | 2023 Amended Budget | 2023-24 Amended Budget | 2023 Q1 Actual | 2023 Q4 Forecasted | Forecast as a % of 2023 Budget |
|---|---|---|---|---|---|
| **Revenues** | | | | | |
| *Property Taxes* | $ 8,401,505 | $ 16,908,029 | $ 316,518 | $ 8,467,108 | 101% |
| *Sales & Use Tax*[1] | $ 3,058,696 | $ 6,241,880 | $ 789,044 | $ 3,094,208 | 101% |
| *Utility Taxes* | $ 2,482,551 | $ 5,006,719 | $ 707,996 | $ 2,504,912 | 101% |
| *B&O Tax* | $ 710,700 | $ 1,450,113 | $ 217,383 | $ 741,391 | 104% |
| *Charges for Goods / Services* | $ 3,477,838 | $ 7,706,932 | $ 979,608 | $ 3,517,854 | 101% |
| *Permits* | $ 580,157 | $ 1,442,884 | $ 127,429 | $ 541,300 | 93% |
| *Intergovernmental / Grants* | $ 528,904 | $ 1,026,028 | $ 57,474 | $ 473,161 | 89% |
| *Fines & Penalties* | $ 39,154 | $ 78,667 | $ 6,479 | $ 37,291 | 95% |
| *Miscellaneous* | $ 266,481 | $ 525,405 | $ 53,599 | $ 376,653 | 141% |
| **Total Revenue =** | **$ 19,545,986** | **$ 40,386,657** | **$ 3,255,528** | **$ 19,753,879** | **101%** |
| **Expenditures** | | | | | |
| *Administration* | $ 5,409,502 | $ 10,787,569 | $ 1,793,956 | $ 5,423,620 | 100% |
| *Snoqualmie Police* | $ 5,198,692 | $ 10,517,505 | $ 1,275,032 | $ 5,264,865 | 101% |
| *Fire & Emergency* | $ 4,116,971 | $ 8,367,833 | $ 1,035,986 | $ 4,083,076 | 99% |
| *Parks* | $ 1,839,517 | $ 3,666,535 | $ 357,278 | $ 1,836,577 | 100% |
| *Community Development* | $ 2,270,257 | $ 4,757,551 | $ 411,405 | $ 2,201,119 | 97% |
| *Streets* | $ 1,028,448 | $ 2,129,549 | $ 278,825 | $ 937,996 | 91% |
| *Non-Departmental* | $ 755,036 | $ 1,529,178 | $ 259,296 | $ 851,792 | 113% |
| **Total Expenditures =** | **$ 20,618,423** | **$ 41,755,720** | **$ 5,411,777** | **$ 20,599,045** | **100%** |

[1] Does not include Affordable Housing Sales Tax, which is part of the Special Revenue Funds, or the Transportation Sales Tax, which is receipted into the Capital Project Funds.

## Special Revenue Funds Forecast

| | | 2023 Amended Budget | 2023-24 Amended Budget | 2023 Q1 Actual | 2023 Q4 Forecasted | Forecast as a % of 2023 Budget |
|---|---|---|---|---|---|---|
| **Revenues** | | | | | | |
| *012* | *Arts Activities* | $ 1,238 | $ 2,319 | $ 876 | $ 1,764.49 | 143% |
| *014* | *North Bend Police Services* | $ 2,420,603 | $ 4,978,982 | $ 779,938 | $ 1,381,398.65 | 57% |
| *018* | *Deposits Reimbursement Control* | $ 10,358 | $ 20,716 | $ - | $ 11,234.45 | 108% |
| *020* | *School Impact Fee* | $ - | $ - | $ - | $ 1,173.91 | 100% |
| *110* | *Hotel/Motel Tax* | $ 140,190 | $ 279,791 | $ 32,813 | $ 139,863.10 | 100% |
| *118* | *Drug Enforcement* | $ 5,172 | $ 10,344 | $ 271 | $ 3,934.13 | 76% |
| *123* | *Opioid Settlement* | $ - | $ - | $ 10,457 | $ 10,457.03 | 100% |
| *131* | *Affordable Housing* | $ 384,121 | $ 778,242 | $ 94,270 | $ 424,175.44 | 110% |
| *150* | *Arpa Covid Local Recovery* | $ 28,327 | $ 37,781 | $ 16,108 | $ 15,948.17 | 56% |
| | **Total Revenue =** | $ 2,990,009 | $ 6,108,175 | $ 934,733 | $ 1,989,949.37 | 67% |
| **Expenditures** | | | | | | |
| *012* | *Arts Activities* | $ 60,856 | $ 97,992 | $ 1,398 | $ 58,729.54 | 97% |
| *014* | *North Bend Police Services* | $ 2,568,165 | $ 5,223,906 | $ 626,448 | $ 2,551,201.26 | 99% |
| *018* | *Deposits Reimbursement Control* | $ 10,358 | $ 20,716 | $ - | $ 10,358.00 | 100% |
| *020* | *School Impact Fee* | $ - | $ - | $ - | $ - | 100% |
| *110* | *Hotel/Motel Tax* | $ 175,000 | $ 350,000 | $ - | $ 166,772.71 | 95% |
| *118* | *Drug Enforcement* | $ 5,172 | $ 10,344 | $ - | $ 116.70 | 2% |
| *123* | *Opioid Settlement* | $ - | $ - | $ - | $ - | 100% |
| *131* | *Affordable Housing* | $ - | $ - | $ - | $ - | 100% |
| *150* | *Arpa Covid Local Recovery* | $ 80,607 | $ 164,058 | $ 75,225 | $ 92,914.73 | 115% |
| | **Total Expenditures =** | $ 2,900,158 | $ 5,867,016 | $ 703,071 | $ 2,880,092.94 | 99% |

## Utility Funds Forecast

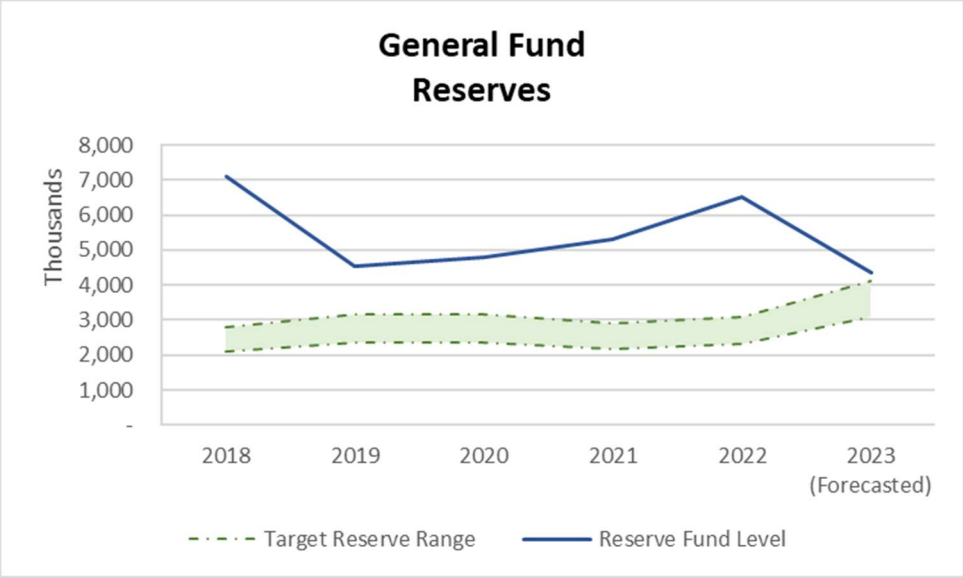
| | | 2023 Amended Budget | 2023-24 Amended Budget | 2023 Q1 Actual | 2023 Q4 Forecasted | Forecast as a % of 2023 Budget |
|---|---|---|---|---|---|---|
| **Revenues** | | | | | | |
| *401* | *Water* | $ 5,190,814 | $ 10,695,633 | $ 1,095,698 | $ 5,057,482 | 97% |
| *402* | *Sewer* | $ 6,447,608 | $ 13,161,403 | $ 1,473,101 | $ 6,242,525 | 97% |
| *403* | *Stormwater* | $ 2,850,899 | $ 5,914,382 | $ 715,350 | $ 2,572,556 | 90% |
| | **Total Revenue =** | **$ 14,489,321** | **$ 29,771,418** | **$ 3,284,149** | **$ 13,872,564** | **96%** |
| **Expenditures** | | | | | | |
| *401* | *Water* | $ 3,317,958 | $ 6,667,618 | $ 564,694 | $ 3,147,400 | 95% |
| *402* | *Sewer* | $ 3,500,712 | $ 7,054,365 | $ 883,762 | $ 3,639,804 | 104% |
| *403* | *Stormwater* | $ 1,882,375 | $ 3,803,256 | $ 363,091 | $ 1,818,005 | 97% |
| | **Total Expenditures =** | **$ 8,701,045** | **$ 17,525,239** | **$ 1,811,547** | **$ 8,605,208** | **99%** |

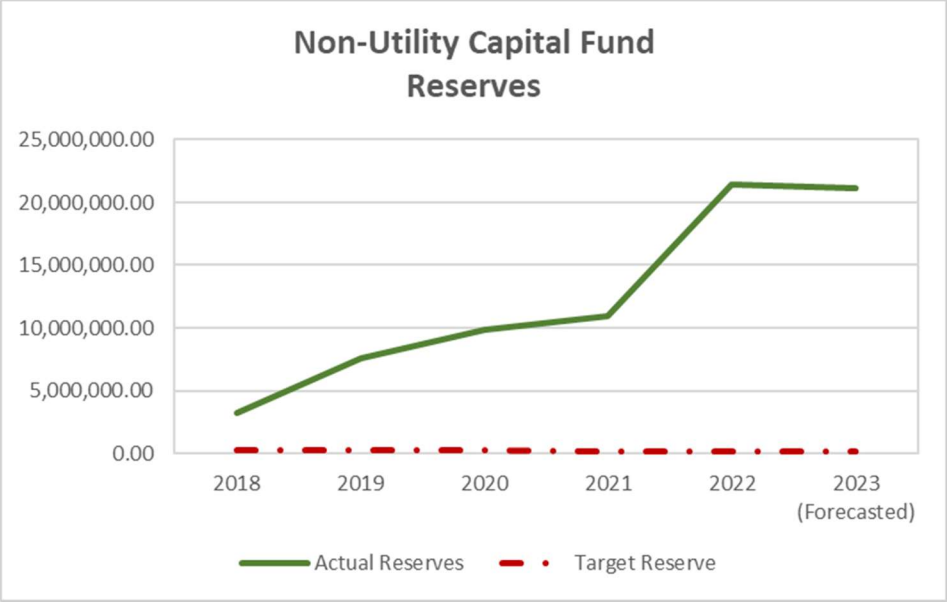
**Internal Service Funds Forecast**

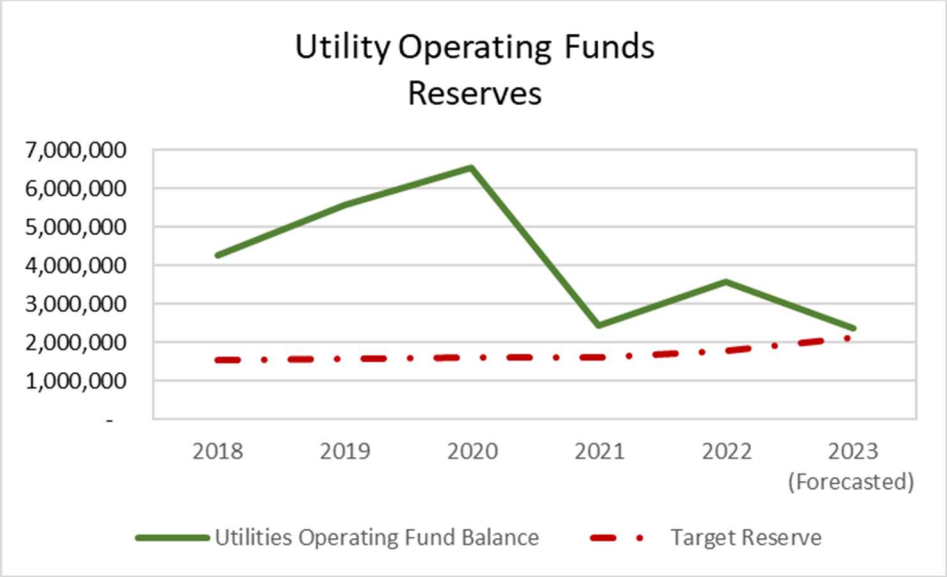
| | | 2023 Amended Budget | 2023-24 Amended Budget | 2023 Q1 Actual | 2023 Q4 Forecasted | Forecast as a % of 2023 Budget |
|---|---|---|---|---|---|---|
| **Revenues** | | | | | | |
| *401* | *Equipment Repair & Replacement* | $ 1,553,789 | $ 3,175,914 | $ 380,597 | $ 1,545,880 | 99% |
| *402* | *Information Technology* | $ 2,507,771 | $ 5,179,380 | $ 606,183 | $ 2,483,652 | 99% |
| *403* | *Facilities Maintenance* | $ 914,845 | $ 1,638,342 | $ 226,822 | $ 870,130 | 95% |
| | **Total Revenue =** | **$ 4,976,405** | **$ 9,993,636** | **$ 1,213,602** | **$ 4,899,662** | **98%** |
| **Expenditures** | | | | | | |
| *401* | *Equipment Repair & Replacement* | $ 2,580,278 | $ 3,603,113 | $ 718,033 | $ 1,350,213 | 52% |
| *402* | *Information Technology* | $ 3,132,449 | $ 6,275,789 | $ 432,942 | $ 2,973,754 | 95% |
| *403* | *Facilities Maintenance* | $ 903,765 | $ 1,620,352 | $ 146,897 | $ 853,986 | 94% |
| | **Total Expenditures =** | **$ 6,616,492** | **$ 11,499,254** | **$ 1,297,872** | **$ 5,177,952** | **78%** |

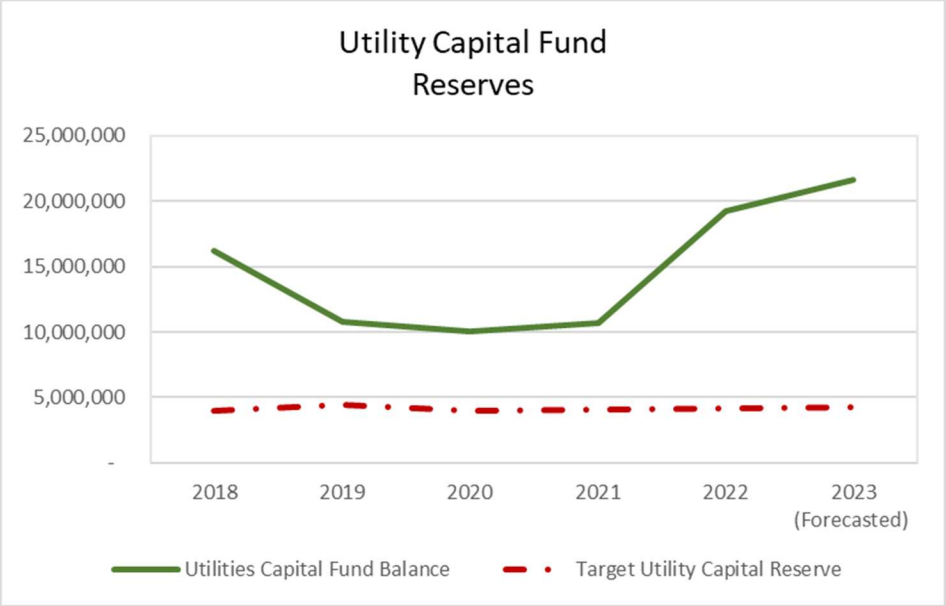
## Reserve Balances

Reserve levels are set by the City's Financial Management Policy. Policy states that General Fund reserves should be 15-20% of the fund's expenditures. Utility Funds reserves should include 90 days of operating expenditures. The Utility Capital Fund should include both 125% of required debt payments and any reserves specified by the most recent utility rate study, which currently is defined as 1% of the net value of utility capital assets. Non-Utility Capital Funds should be "monitored to stay consistent with the need and use of the specific purpose of that fund," including any debt service obligations. The Target reserve range for the Non-Utility Capital Fund graph below is based on debt service.




Non-Utility Capital Fund Reserves
25,000,000.00
20,000,000.00
15,000,000.00
10,000,000.00
5,000,000.00
0.00
2018
2019
2020
2021
2022
2023 (Forecasted)
Actual Reserves
Target Reserve


Utility Operating Funds Reserves
7,000,000
6,000,000
5,000,000
4,000,000
3,000,000
2,000,000
1,000,000
-
2018
2019
2020
2021
2022
2023 (Forecasted)
Utilities Operating Fund Balance
Target Reserve




## Cash Balances by Fund

The net effect of the above revenues and expenditures, along with additional transfers in/out, resulted in the following cash balance changes between the end of 2022 and the first quarter of 2023:

| FUNDS | 2022 Q4 CASH BALANCE | 2023 Q1 CASH BALANCE | INCREASE / (DECREASE) |
|---|---|---|---|
| GENERAL FUNDS | 6,527,736 | 3,477,927 | (3,049,809) |
| SPECIAL REVENUE FUNDS | 3,552,947 | 2,790,078 | (762,868) |
| CAPITAL PROJECT FUNDS | 21,441,542 | 22,630,494 | 1,188,951 |
| UTILITY FUNDS | 22,854,136 | 24,005,787 | 1,151,652 |
| INTERNAL SERVICE FUNDS | 4,720,633 | 4,788,239 | 67,605 |
| **TOTAL CASH BALANCE** | **59,096,994** | **57,692,525** | **(1,404,469)** |

The General Fund decreased by over $3 million. This is due to the timing of property tax revenues, the primary revenue source for the fund, which are received during the second and fourth quarters of the year and an $833 thousand transfer to the Non-Utility Capital Fund. This $833 thousand transfer is part of a budgeted $2.5 million transfer from the General Fund designated to support the Community Center expansion.

The decrease in Special Revenue funds relates to the City of North Bend's payment for Police services. This $780 thousand payment was received shortly after the quarter ended and the decrease is expected to reverse in future periods.

## Looking Forward

The next few months at the City will include design work for the Community Center and construction work on Snoqualmie Parkway and the Water Reclamation Facility Phase 3. These projects, all included as part of the City's 2023-28 Capital Improvement Plan and in the 2023-24 Biennial Budget, will begin to take effect in the City's financial performance.

## Appendix A1: City of Snoqualmie Quarterly Financial Status Q1 2023 (through March 31)

| Fund # | Fund/ Functional Classification/ Department | 2023-24 Estimated Revenue[1] | 2023-24 Appropriation[2] | Revenues through March 31, 2023[1] | Expenditures through March 31, 2023[2] | % Expenditure Appropriation |
|---|---|---|---|---|---|---|
| 001 | GENERAL FUND | | | | | |
| | Administrative Departments | 40,287,918 | 10,787,569 | 3,231,420 | 1,793,956 | 16.6% |
| | Snoqualmie Police | | 10,517,505 | | 1,275,032 | 12.1% |
| | Fire & Emergency Management | | 8,367,833 | | 1,035,986 | 12.4% |
| | Parks | | 3,666,535 | | 357,278 | 9.7% |
| | Community Development | | 4,757,551 | | 411,405 | 8.6% |
| | Streets | | 2,129,549 | | 278,825 | 13.1% |
| | Non-Departmental | | 1,529,178 | | 259,296 | 17.0% |
| 002 | RESERVE FUND | 98,739 | - | 24,109 | - | 0.0% |
| | **Total General Funds** | **40,386,657** | **41,755,720** | **3,255,528** | **5,411,777** | **13.0%** |
| 012 | ARTS ACTIVITIES | 2,319 | 97,992 | 876 | 1,398 | 1.4% |
| 014 | NORTH BEND POLICE SERVICES | 4,978,982 | 5,223,906 | 779,938 | 626,448 | 12.0% |
| 018 | DEPOSITS REIMBURSEMENT CONTROL | 20,716 | 20,716 | - | - | 0.0% |
| 020 | SCHOOL IMPACT FEE | - | - | - | - | 0.0% |
| 110 | HOTEL/MOTEL TAX | 279,791 | 350,000 | 32,813 | - | 0.0% |
| 118 | DRUG ENFORCEMENT | 10,344 | 10,344 | 271 | - | 0.0% |
| 131 | AFFORDABLE HOUSING | 778,242 | - | 94,270 | - | 0.0% |
| 150 | ARPA COVID LOCAL RECOVERY | 37,781 | 164,058 | 16,108 | 75,225 | 45.9% |
| | **Total Special Revenue Funds** | **6,108,175** | **5,867,016** | **924,276** | **703,072** | **12.0%** |
| 310 | NON-UTILITIES CAPITAL FUND | 16,862,350 | 37,383,358 | 768,669 | 415,272 | 1.1% |
| | **Total Capital Project Funds** | **16,862,350** | **37,383,358** | **768,669** | **415,272** | **1.1%** |
| 401 | WATER OPERATIONS | 10,695,633 | 6,667,618 | 1,095,698 | 564,694 | 8.5% |
| 402 | SEWER OPERATIONS | 13,161,403 | 7,054,365 | 1,473,101 | 883,762 | 12.5% |
| 403 | STORMWATER OPERATIONS | 5,914,382 | 3,803,256 | 715,350 | 363,091 | 9.5% |
| 417 | UTILITIES CAPITAL | 11,983,089 | 29,255,000 | 168,522 | 480,583 | 1.6% |
| | **Total Utilities Funds** | **41,754,507** | **46,780,239** | **3,452,671** | **2,292,130** | **4.9%** |
| 501 | EQUIPMENT REPLACEMENT & REPAIR | 3,175,914 | 3,603,113 | 380,597 | 718,033 | 19.9% |
| 502 | INFORMATION TECHNOLOGY | 5,179,380 | 6,275,789 | 606,183 | 432,942 | 6.9% |
| 510 | FACILITIES MAINTENANCE | 1,638,342 | 1,620,352 | 226,822 | 146,897 | 9.1% |
| | **Total Internal Service Funds** | **9,993,636** | **11,499,254** | **1,213,602** | **1,297,872** | **11.3%** |
| | **Total All Funds** | **115,105,325** | **143,285,587** | **9,614,747** | **10,120,122** | **7.1%** |

[1]These columns do not include interfund "Transfers In" because it could give the appearance that the City has more resources than it actually does.

[2]These columns do not include interfund "Transfers Out" which count as part of the overall legal "appropriation" for a fund or functional classification. This is because "Transfers Out" could inappropriately influence how a user interprets the amount the City of Snoqualmie has spent. "Appropriation" is the legal spending level authroized by a budget ordinance. The City cannot exceed this level without prior approval of Council.

## Appendix A2: 2023-2028 Capital Improvement Plan Forecast
## Statement of Uses

| Capital Program or Project | *2023* Budget | 2023-24 Budget | 2023 Q1 Actual | 2023 Q4 Forecasted | 2023-24 % of Budget |
|---|---|---|---|---|---|
| **ESTIMATED NON-UTILITIES USES** | | | | | |
| ***Transportation*** | | | | | |
| Street Resurfacing Program | $ 635,500 | $ 1,165,000 | - | $ 765,000 | 66% |
| Sidewalk Replacement Program | $ 211,000 | $ 431,000 | 10,272 | $ 211,000 | 49% |
| Americans with Disabilities Act (ADA) Program | $ 42,000 | $ 86,000 | 15,027 | $ 42,000 | 49% |
| Kimball Creek Bridges Restoration Project | $ 718,000 | $ 1,318,000 | 12,141 | $ 131,800 | 10% |
| Snoqualmie Parkway Rehabilitation Project | $ 6,400,000 | $ 6,400,000 | 70,083 | $ 4,265,505 | 67% |
| Town Center Improvement Project - Phase III | $ 496,000 | $ 496,000 | 106,780 | $ 150,000 | 30% |
| Meadowbrook Bridge Restoration Project | $ 864,000 | $ 1,744,000 | 49,320 | $ 174,400 | 10% |
| ***Total Transportation Projects =*** | ***$ 9,366,500*** | ***$ 11,640,000*** | ***$ 263,624*** | ***$ 5,739,705*** | 49% |
| ***Parks*** | | | | | |
| Riverfront Land Acquisitions & Demolitions | $ 570,000 | $ 1,470,000 | - | $ 295,000 | 20% |
| Riverwalk Project - Northwest of Sandy Cove Park | $ 2,111,000 | $ 2,708,000 | - | $ 270,800 | 10% |
| Meadowbrook Trail Project | $ 240,000 | $ 240,000 | - | $ - | 0% |
| Sandy Cove Park Improvement Project | $ 319,000 | $ 1,741,000 | - | $ - | 0% |
| Railroad Crossing Improvement | $ 2,073,000 | $ 2,073,000 | - | $ 207,300 | 10% |
| Playgrounds Replacement Program | $ 528,000 | $ 528,000 | 644 | $ 528,000 | 100% |
| Trails Replacement Program | $ - | $ 108,000 | 11,409 | $ 97,200 | 90% |
| Sport Courts Replacement Program | $ 21,000 | $ 44,000 | - | $ 44,000 | 100% |
| Parks Parking Lot Resurfacing Program | $ - | $ 108,000 | - | $ 10,800 | 10% |
| Parks Facilities Maintenance Program | $ 32,000 | $ 66,000 | - | $ 6,600 | 10% |
| Community Park Sprayground Project | $ 1,500,000 | $ 1,500,000 | - | $ 900,000 | 60% |
| All-Inclusive Playground Project | $ 876,000 | $ 876,000 | 9,089 | $ 876,000 | 100% |
| ***Total Parks Projects =*** | ***$ 8,270,000*** | ***$ 11,462,000*** | ***$ 21,142*** | ***$ 3,235,700*** | 28% |
| ***Facilities*** | | | | | |
| Facilities Maintenance Program | $ 740,000 | $ 960,000 | 41,530 | $ 960,000 | 100% |
| Community Center Expansion Project | $ - | $ 15,198,350 | 47,795 | $ 1,519,835 | 10% |
| ***Total Facilities Projects =*** | ***$ 740,000*** | ***$ 16,158,350*** | ***$ 89,325*** | ***$ 2,479,835*** | 15% |
| **Total Non-Utilities Uses =** | **$ 18,376,500** | **$ 39,260,350** | **$ 374,091** | **$ 11,455,240** | **29%** |
| **ESTIMATED UTILITIES USES** | | | | | |
| ***Combined Utilities*** | | | | | |
| Utility Main & Drainage System Replacement Program | $ 987,000 | $ 3,121,000 | 31,291 | $ 987,000 | 32% |
| ***Total Combined Utilities =*** | ***$ 987,000*** | ***$ 3,121,000*** | ***$ 31,291*** | ***$ 987,000*** | 32% |
| ***Water Utility*** | | | | | |
| Pressure Zone Conversions Project | $ - | $ 27,000 | - | $ - | 0% |
| Pressure Reducing Valve (PRV) Stations Project | $ 84,000 | $ 321,000 | - | $ - | 0% |
| 1040 Zone Booster Pump Station Improvement Project | $ 38,000 | $ 432,000 | - | $ - | 0% |
| 1040 Zone Reservoir Addition Project | $ 38,000 | $ 432,000 | - | $ - | 0% |
| Source of Supply Improvement Project | $ 686,000 | $ 815,000 | $ 23,426 | $ 40,750 | 5% |
| Snoqualmie Mill Water Main Loop Project | $ 158,000 | $ 567,000 | $ - | $ - | 0% |
| ***Total Water Projects =*** | ***$ 1,004,000*** | ***$ 2,594,000*** | ***$ 23,426*** | ***$ 40,750*** | 2% |
| ***Sewer Utility*** | | | | | |
| Railroad Place Lift Station Improvement Project | $ 106,000 | $ 106,000 | 2,060 | $ 106,000 | 100% |
| Eagle Lake Water Reclamation Basin Improvement Project | $ 106,000 | $ 321,000 | - | $ 32,100 | 10% |
| Water Reclamation Facility Improvements - Phase 3 | $ 2,805,000 | $ 13,357,000 | $ 291,452 | $ 2,003,550 | 15% |
| ***Total Sewer Projects =*** | ***$ 3,017,000*** | ***$ 13,784,000*** | ***$ 293,512*** | ***$ 2,141,650*** | 16% |
| ***Stormwater Utility*** | | | | | |
| Ridge Street Drainage Improvement Project | $ - | $ 166,000 | - | $ - | 0% |
| Sandy Cove Park Riverbank Restoration & Outfall Project | $ 581,000 | $ 3,618,000 | 131,884 | $ 510,000 | 14% |
| Urban Forestry Improvement Program | $ 421,000 | $ 658,000 | - | $ 394,800 | 60% |
| Stormwater Pond Improvement Program | $ 53,000 | $ 109,000 | - | $ 109,000 | 100% |
| Kimball Creek Riparian Restoration Project | $ 79,000 | $ 240,000 | - | $ 12,000 | 5% |
| ***Total Stormwater Projects =*** | ***$ 1,134,000*** | ***$ 4,791,000*** | ***$ 131,884*** | ***$ 1,025,800*** | 21% |
| ***Information Technology (IT) Project Contributions*** | | | | | |
| Enterprise Resource Planning (ERP) Project | $ 150,000 | $ 150,000 | $ 150,000 | $ 150,000 | 100% |
| ***Total IT Project Contributions =*** | ***$ 150,000*** | ***$ 150,000*** | ***$ 150,000*** | ***$ 150,000*** | 100% |
| **Total Utilities Uses =** | **$ 6,292,000** | **$ 24,440,000** | **$ 630,113** | **$ 4,345,200** | 18% |
| **TOTAL CIP USES =** | **$ 24,668,500** | **$ 63,700,350** | **$ 1,004,204** | **$ 15,800,440** | **25%** |

# BUSINESS OF THE CITY COUNCIL
# CITY OF SNOQUALMIE

**AB23-103**
**August 14, 2023**
**Appointment**

## AGENDA BILL INFORMATION

| | | |
|---|---|---|
| **TITLE:** | AB23-103: Appointment to the Planning Commission | ☐ Discussion Only<br>☒ Action Needed: |
| **RECOMMENDED ACTION:** | Confirm the Mayor's recommendation to appoint Ashleigh Kilcup to the Planning Commission. | ☒ Motion<br>☐ Ordinance<br>☐ Resolution |

| | | |
|---|---|---|
| **DEPARTMENT:** | Mayor | |
| **STAFF:** | City Clerk | |
| **COMMITTEE:** | n/a | Meeting Date: n/a |
| **COUNCIL LIAISON:** | n/a | |
| **EXHIBITS:** | n/a | |

## SUMMARY

The purpose of this Agenda Bill is to confirm the Mayor's appointment of Ashleigh Kilcup to the Planning Commission.

Ashleigh Kilcup has an architectural degree from Washington State University with experience in Early Design Guidance, Design Review Board, and MUP Entitlements as well as commercial real estate experience. She has a decade of practical experience and represents a business within the Snoqualmie business community.

**BACKGROUND**

The Planning Commission has one vacancy with a term that expires December 31, 2023.

**APPOINTMENT PROCESS**

Commission and Committee members are appointed by the Mayor and subject to confirmation by the City Council as outlined in Title 2 of the Snoqualmie Municipal Code.

## RECOMMENDED ACTION

Move to confirm the Mayor's recommendation to appoint Ashleigh Kilcup to the Planning Commission.

# CITY COUNCIL REGULAR MEETING MINUTES
## July 24, 2023

**CALL TO ORDER & ROLL CALL:** Mayor Ross called the meeting to order 7:00 pm

**City Council:**
Mayor Katherine Ross, Councilmembers Ethan Benson, Rob Wotton, Bryan Holloway, James Mayhew, Louis Washington, Cara Christensen, and Jolyon Johnson were present.

It was moved by CM Johnson, seconded by CM Holloway to excuse CM Mayhew absence this evening which passed unanimously.

**City Staff:**
Mike Chambless, Interim City Administrator; David Linehan, Interim City Attorney; Deana Dean, City Clerk; Patrick Fry, Project Engineer (remote); Brian Lynch, Interim Police Chief; Mike Bailey, Interim Fire Chief; Michael Liebetrau, Police Evidence and Records Technician; Nicole Wiebe, Community Liaison; Emily Arteche, Community Development Director (remote); Danna McCall, Communication Coordinator (remote); Drew Bouta, Budget Manager; Jeff Hamlin, Interim Parks & Public Works Director; Carson Hornsby, Management Analyst (remote); and Andrew Jongekryg, IT Support.

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL**

It was moved by CM Holloway to remove AB23-095 from the consent agenda.

It was moved by CM Holloway; seconded by CM Christensen to:
**Approve the agenda as amended.**
PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Christensen, Johnson)

**PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS**

CM Mayhew appeared at 7:04 pm.

**PRESENTATION**

1. Introduction of Pacific West Rail Model Train Museum. Interim City Administrator Mike Chambless introduced Peter Hambling, founder of Pacific West Rail and the model trains, who spoke to the Model Train Museum Project including renderings of the inside and outside of the building, proposed financials, and features of the museum. Laurie Hambling, Rob Nelson, and David Hazelton of Pacific West Rail were also present. Council comments and questions followed.

The agenda bill requesting Council action will occur at the August 14, 2023, Council meeting with a Special Meeting/Workshop to occur on July 31, 2023, at 7:00 pm for Council discussion.

**APPOINTMENTS**

2. Mayor Pro Tem Councilmember Liaison Appointments. Mayor Pro Tem Holloway recommended CM Washington assume the role as alternate to SCA PIC. CM Mayhew moved to approve the appointment, seconded by CM Johnson which passed unanimously.

**PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA** – None.

**CONSENT AGENDA**

2. Approve the City Council Meeting Minutes dated July 10, 2023.
3. Approve the Claims Approval Report dated July 24, 2023.
4. **AB23-096**: City Hall Stairs Project Amendment.

It was moved by CM Holloway; seconded by CM Washington to:
**Approve the consent agenda.**
PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

**ORDINANCES** – None.

**COMMITTEE REPORTS**

**Public Safety Committee:**

5. **AB23-095**: ILA for Fire and EM Services for Echo Glen Children's Center. Summary and motion read into the record by CM Christensen. Discussion followed with Interim Chief Bailey answering Council questions.

It was moved by CM Christensen; seconded by CM Wotton to:
**Approve the ILA with Echo Glen Children's Center for Fire and EM Services.**
PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

CM Christensen provided an update on electric bicycles noting that there are existing laws in place. Next step is public education. Council comments and questions followed.

**Community Development Committee:** No report.

**Parks & Public Works Committee:** No report.

**Finance & Administration Committee:** No report.

**Committee of the Whole:** No report.

**REPORTS**

12. **Mayor's Report**:
    - CM Wotton and Mayor Ross presented at the WSDOT meeting regarding the jurisdictional transfer of Snoqualmie Parkway. Additional information will be forthcoming. The next meeting will be in October when they will issue final determination. If approved, it will go to the next legislative session.
    - Snoqualmie Valley Transportation, Mt. Si. Senior Center, and the cities of North Bend and Snoqualmie were awarded Puget Sound Regional Council's Vision 2050 Award in the category of Working Together.
    - The cities of Snoqualmie and Duvall entered into a settlement agreement effective July 18, 2023.
    - Northwest Railway Museum hosted "Day Out with Thomas" train for nine days – all tickets were sold out and the downtown businesses were busy. We thank Northwest Railway for hosting this event.
    - Chat with Councilmembers will occur this coming Thursday at Snoqualmie Community Park from 5-6:30 pm before Music in the Park which begins at 6:30 pm.
    - Snoqualmie Police Department's National Night Out is August 1, 2023, from 4-8pm.
    - The Shop, Ship, Support Snoqualmie marketing campaign encourages residents to shop locally to avoid traffic congestion, save time, and support local businesses. Kudos to city staff and chamber of commerce on this campaign. Brief discussion regarding parking in the downtown area.

13. **Commission/Committee Liaison Reports:** None.

14. **Councilmember Regional Liaison Updates:**
    - Last week, Mayor Ross toured King County Metro south bus base and facility and learned about operations and electrification.

**EXECUTIVE/CLOSED SESSION**

Executive session pursuant to RCW 42.30.110(1)(a)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency lasting approximately 5 minutes.

Mayor Ross stated council would take a short break and possible action would occur following Executive Session which was expected to end at 8:40 pm.

Executive Session commenced at 8:31 pm.

At 8:40 pm, Council resumed open session.

It was moved by CM Johnson; seconded by CM Christensen to:
**Approve the Separation Agreement between the City of Snoqualmie and Perry Phipps.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

Mayor Ross indicated Council would enter into additional Executive Sessions as follows:

Executive session pursuant to RCW 42.30.110(1)(a)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency lasting approximately 20 minutes.

Executive session pursuant to RCW 42.30.110(1)(a)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency lasting approximately 10 minutes.

Executive session pursuant to RCW 42.30.110(1)(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public lasting approximately 15 minutes.

Mayor Ross stated no action would occur following Executive Session. Council will adjourn directly from the Executive Session, which was expected to end at 9:30 pm, and not return to open session.

Executive Session commenced at 8:43 pm.

At 9:34 pm, Executive Session ended. It was moved by CM Holloway, seconded by CM Washington to adjourn the meeting. The meeting adjourned at 9:34 pm.

**CITY OF SNOQUALMIE**

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

DRAFT

# CITY COUNCIL MINUTES
# SPECIAL HYBRID MEETING
# July 31, 2023

**CALL TO ORDER:** Mayor Ross called the meeting to order 7:00 pm

**City Council:**
Mayor Katherine Ross, Councilmembers Ethan Benson, Bryan Holloway, James Mayhew, Louis Washington, Cara Christensen, and Jolyon Johnson were present.

It was moved by CM Holloway; seconded by CM Mayhew to**:**
**Excuse Councilmember Wotton's absence at this evening's meeting.**
PASSED: 6-0 (Benson, Holloway, Mayhew, Washington, Christensen, Johnson)

**City Staff:**
Mike Chambless, Interim City Administrator; David Linehan, Interim City Attorney; Deana Dean, City Clerk; Emily Arteche, Community Development Director; Danna McCall, Communications Coordinator; Nicole Wiebe, Community Liaison; Brian Lynch, Interim Police Chief; and Andrew Jongekryg, IT Support.

Peter and Laurie Hambling, Rob Nelson, and David Hazelton of Pacific West Rail were also present.

**AGENDA APPROVAL**

It was moved by CM Holloway; seconded by CM Washington:
**Approve the special meeting agenda.**

It was moved by CM Holloway; seconded by CM Christensen:
**Move Executive Session to first item of business.**
PASSED: 6-0 (Benson, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved to:
**Approve the agenda as amended.**
PASSED: 6-0 (Benson, Holloway, Mayhew, Washington, Christensen, Johnson)

**OUT OF ORDER**
**EXECUTIVE SESSION**
Executive session pursuant to RCW 42.30.110(1)(a)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency lasting approximately 20 minutes.

Council will take a 5-minute recess, commencing Executive Session at 7:10 pm and returning to open session at 7:30 pm.

At 7:34 pm, Executive Session was extended for 15 minutes to 7:45 pm.

At 7:47 pm, Council resumed open session.

**SPECIAL BUSINESS**

**AB23-097:** Review and Discussion – Pacific West Rail Model Train Museum. Interim City Administrator Mike Chambless introduced this item and invited Council to begin their discussion.

It was moved by CM Mayhew; seconded by CM Johnson to:
**Suspend the rules and have a chat with Mr. Hambling.**
FAILED: 2-0 (Mayhew, Johnson)

Discussion followed.

It was moved by CM Holloway; seconded by CM Johnson to:
**Modify and clarify the motion on the table to suspend Roberts Rules of Order.**
PASSED: 6-0 (Benson, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Johnson; seconded CM Benson to:
**Suspend rule 3.6.3.1: it is the duty of the Mayor to give every Councilmember who wishes an opportunity to speak when recognized.**
PASSED: 6-0 (Benson, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Holloway; seconded by CM Benson to:
**Suspend Roberts Rules of Order, the Chair be the facilitator, Council to remain in seats, and have an informal chat with project leader.**
PASSED: 5-1 (Benson, Holloway, Washington, Christensen, Johnson)

Open discussion with presenter and guests answering Council questions.

CM Washington left the meeting at 8:30 pm.

**ADJOURNMENT**

It was moved by CM Johnson; seconded by CM Holloway to**:**
**Adjourn meeting.**
PASSED: 5-0 (Benson, Holloway, Mayhew, Christensen, Johnson)

The meeting was adjourned at 9:01 pm.

**CITY OF SNOQUALMIE**

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

DRAFT

# Finance & Human Resources Department

**Jennifer Ferguson, Director**
38624 SE River St. | PO Box 987
Snoqualmie, Washington 98065
(425) 888-1555 | jferguson@snoqualmiewa.gov

**To:** **City Council**
**Finance & Administration Committee**

**From:** **Jerry Knutsen, Financial Services Manager**

**Date:** **August 14, 2023**

**Subject:** **CLAIMS REPORT**
**Approval of payments for the period: July 7, 2023 through July 31, 2023**

**BACKGROUND**
Per RCW 42.24.080, all claims presented against the city by persons furnishing materials, rendering services, or performing labor must be certified by the appropriate official to ensure that the materials have been furnished, the services rendered, or the labor performed as described, and that the claims are just, due, and unpaid obligations against the city, before payment can be made. Expedited processing of the payment of claims when certain conditions have been met allows for the payment of claims before the legislative body has acted to approve the claims when: (1) the appropriate officers have furnished official bonds; (2) the legislative body has adopted policies that implement effective internal control; (3) the legislative body has provided for review of the documentation supporting the claims within a month of issuance; and (4) that if claims are disapproved, they shall be recognized as receivables and diligently pursued. The City of Snoqualmie meets all requirements of this state law.

Pursuant to Snoqualmie Municipal Code (SMC) Chapter 3.85, all Claims, Demands and Vouchers against the city, provides that the Finance Director or her designee will examine all claims prior to payment and provide periodic reporting of the payments to the City Council for final approval. Per SMC 3.85.040, to meet these requirements, the Finance Director schedules payment of claims and payroll for monthly Finance & Administration Committee review followed by full City Council approval on the consent agenda. Per SMC 3.85.050, documentation supporting claims paid and the Finance Director's written report are made available to all city council members at City Hall for 48 hours prior to the Finance & Administration Committee meeting. Following the 48-hour review period, the Finance & Administration Committee considers the claims as part of its regular agenda and recommends to the full city council whether to approve or disapprove the claims. Consistent with these requirements, this report seeks City Council approval of payment of claims and payroll batches summarized in the table below.

**ANALYSIS**
All payments made during these periods were found to be valid claims against the city. Details are available in documentation provided for City Council review prior to the Finance & Administration Committee meeting. The City's internal controls include certification of the validity of all expenditures by the appropriate department and an internal audit conducted by designated finance department staff who review all claims and payroll payments. Staff performs system validation and exception reviews to validate payroll records. The Finance Director performs a random sampling review of supporting documentation for claims payments to ensure validity, as well as regularly reviews its processes to ensure appropriate internal controls are in place.

The City issues disbursements for claims and payroll via the following methods:

- Warrant: paper negotiable instruments, very much like, although legally distinct from, checks
- Commercial Credit Card: as authorized by Financial Management Policy
- Electronic Funds Transfer (EFT). EFTs are electronic banking transactions (no paper instrument) of two basic

types: (1) Automated Clearing House (ACH) for Electronic Fund Transfer (EFT) and (2) Wire Transfers a direct transfer between bank accounts

**The following table summarizes the claims and payments authorized by the Finance Director:**

The foregoing amounts were budgeted in the 2023-2024 biennial budget, and sufficient funds to cover these payments, as appropriate.

**CITY OF SNOQUALMIE**
**Disbursements for Council Approval**
**Claims, Payroll and Miscellaneous**

**CLAIMS**

| Batch ID | Date | Warrants From # | Warrants Thru # | Warrants Amount | ACH Qty | ACH Amount | CLAIMS TOTAL |
|---|---|---|---|---|---|---|---|
| 33 | 7/7/2023 | 61625 | 61682 | $ 323,800.67 | | | $ 323,800.67 |
| 34 | 7/13/2023 | 61683 | 61756 | $ 615,830.46 | 1 | $ 333.44 | 616,163.90 |
| 35 | 7/20/2023 | 61757 | 61825 | $ 888,666.86 | | | 888,666.86 |
| 36 | 7/27/2023 | 61826 | 61933 | $ 566,146.35 | | | 566,146.35 |
| 37 | 7/31/2023 | 61934 | 61968 | $ 71,316.64 | | | 71,316.64 |
| | | | | | | | - |
| | | | | | | *Grand Total* | **2,466,094.42** |

**MISCELLANEOUS DISBURSEMENTS**

| Date | Description | ACH Amount | Wire Amount | MISC TOTAL |
|---|---|---|---|---|
| 7/11/2023 | Navia - 2023 FSA Plan Reimbursements | $ 54.25 | | $ 54.25 |
| 7/11/2023 | Navia - 2023 HRA Plan Reimbursements | $ 4,441.21 | | $ 4,441.21 |
| 7/18/2023 | Navia - 2023 HRA Plan Reimbursements | $ 4,528.50 | | $ 4,528.50 |
| 7/19/2023 | DOR - Lease Excise Tax | $ 3,636.28 | | $ 3,636.28 |
| 7/19/2023 | Dept. of Revenue | $ 48,030.40 | | $ 48,030.40 |
| 7/28/2023 | Navia - 2023 HRA Plan Reimbursements | $ 543.90 | | $ 543.90 |
| | | | | - |
| | | | | - |
| | | | *Grand Total* | **61,234.54** |

**PAYROLL (including Payroll Benefits)**

| Batch ID | Date | Warrants From # | Warrants Thru # | Warrants Amount | ACH Qty | ACH Amount | PAYROLL TOTAL |
|---|---|---|---|---|---|---|---|
| D7-2023 | 7/14/2023 | | | | 72 | $ 139,445.00 | $ 139,445.00 |
| P7-2023 | 7/31/2023 | | | | 110 | $ 708,743.00 | 708,743.00 |
| PV7-2023 | 7/31/2023 | 61969 | 61976 | $ 11,781.69 | 16 | $ 761,385.34 | 773,167.03 |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | *Grand Total* | **1,621,355.03** |

**Total** **4,148,683.99**

The following claims and payments were objected to by Finance Director: **NONE**

*(Itemize claims/demands amounts and circumstances, and summarize reasons for objection]*

**I, the undersigned, do hereby certify under penalty of perjury that the claims and payroll warrant and/or checks itemized above were issued to pay just, due, and unpaid obligations of the City of Snoqualmie for materials furnished, services rendered, or labor performed, and that I am authorized to authenticate and certify the foregoing.**

Jerry Knutsen 8/1/2023

Jerry Knutsen, Financial Services Manager/Auditing Officer Date

**FINANCE & ADMINISTRATION COMMITTEE RECOMMENDATION**

# Accounts Payable

## Blanket Voucher Approval Document

User: ITreptow
Printed: 07/07/2023 - 2:08PM
Warrant Request Date: 7/7/2023
DAC Fund:

#33

Batch: 00002.07.2023 - 7-7-23 Check Run

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 323,800.67,
for claims warrants numbered 61625 through 61682 & dated 7/7/23.

| Line | Claimant | Voucher No. | Amount |
|---|---|---|---|
| 1 | AMAZON CAPITAL SERVICES | 000061625 | 77.80 |
| 2 | Aperture EQ LLC | 000061626 | 4,400.00 |
| 3 | APSCO LLC | 000061627 | 28,224.66 |
| 4 | ASPECT CONSULTING LLC | 000061628 | 598.50 |
| 5 | AWC (COBRA) - Employee Benefit Trust | 000061629 | 1,812.89 |
| 6 | BUTLER,STEPHANIE | 000061631 | 206.57 |
| 7 | CDW GOVT INC | 000061632 | 522.00 |
| 8 | CENTURYLINK | 000061634 | 2,200.88 |
| 9 | CHAMBLESS,MICHAEL | 000061635 | 607.26 |
| 10 | CINTAS | 000061636 | 3,813.83 |
| 11 | Complete Office (Fin Acct) | 000061638 | 1,299.42 |
| 12 | Comcast | 000061637 | 421.18 |
| 13 | Copiers Northwest | 000061639 | 424.60 |
| 14 | Corporate Payment Systems | 000061640 | 5,019.95 |
| 15 | CENTRAL WELDING SUPPLY | 000061633 | 54.83 |
| 16 | DC FARMS FORESTRY SERVICES LLC | 000061641 | 7,167.41 |
| 17 | Dugar,Lanny | 000061642 | 2,500.00 |
| 18 | ESA | 000061643 | 2,410.00 |
| 19 | Eurofins Eaton Analytical, Inc. | 000061644 | 125.00 |
| 20 | Fischer,Tylor | 000061646 | 154.14 |
| 21 | Galls, LLC FD | 000061647 | 475.68 |
| 22 | GOVHR USA LLC | 000061648 | 6,120.00 |
| 23 | Hach Company, Inc. | 000061649 | 2,389.91 |
| 24 | HD Fowler Co. | 000061650 | 8,139.18 |
| 25 | Home Care Masters, LLC | 000061651 | 3,082.72 |
| 26 | HSI EMERGENCY CARE SOLUTIONS INC | 000061652 | 326.70 |
| 27 | KING COUNTY RADIO COMM SVCS | 000061655 | 1,037.54 |
| 28 | KING COUNTY DIRECTORS ASSN PURCHASING CO | 000061653 | 108.77 |
| 29 | King County Finance | 000061654 | 2,442.24 |
| 30 | Kroesen's Uniform Co. | 000061656 | 1,426.59 |
| 31 | Live Vinyl Productions LLC | 000061657 | 6,000.00 |
| 32 | LN Curtis & Sons | 000061658 | 541.91 |
| 33 | Fehr & Peers | 000061645 | 2,700.00 |
| 34 | Microflex, Inc. | 000061659 | 1,440.75 |
| 35 | Minuteman Press | 000061660 | 776.45 |
| 36 | North Bend Auto Parts, Inc. (Fleet) | 000061661 | 4,927.66 |
| 37 | Parametrix | 000061664 | 49,846.50 |
| 38 | PERTEET ENGINEERING INC | 000061665 | 9,173.03 |
| 39 | Pacific Fire & Security Inc. | 000061662 | 109.44 |
| 40 | Phipps,Perry | 000061666 | 40.00 |
| 41 | Pacific Office Automation (OR) | 000061663 | 1,288.44 |
| | | Page Total: | $164,434.43 |

| Line | Claimant | Voucher No. | Amou |
|---|---|---|---|
| 42 | Pre-Employ.com | 000061667 | 59.60 |
| 43 | Puget Sound Energy | 000061668 | 40,422.94 |
| 44 | Robert Half | 000061669 | 16,291.50 |
| 45 | Brumfield,Samantha | 000061630 | 93.98 |
| 46 | South Correctional Entity | 000061673 | 995.00 |
| 47 | Seattle Automotive Distributing | 000061670 | 544.50 |
| 48 | Segovia,Martha | 000061671 | 140.00 |
| 49 | Snoqualmie Ridge ROA - Finance Dept. | 000061672 | 975.80 |
| 50 | Spok, Inc. | 000061674 | 82.26 |
| 51 | Stiles,Andrea | 000061675 | 135.00 |
| 52 | The Workwear Place | 000061676 | 644.98 |
| 53 | Tyler Technologies, Inc. | 000061677 | 92,084.10 |
| 54 | Uline | 000061678 | 5,095.94 |
| 55 | Una McAlinden | 000061679 | 1,200.00 |
| 56 | Utilities Underground Location Center | 000061680 | 122.39 |
| 57 | Westlake Ace Hardware | 000061682 | 133.25 |
| 58 | Water Management Laboratories, Inc. | 000061681 | 345.00 |
| | | Page Total: | $159,366.24 |
| | | Grand Total: | $323,800.67 |

# Accounts Payable

## Check Detail

User: ITreptow
Printed: 07/07/2023 - 2:12PM

| Check Number | Check Date | Amount |
|---|---|---|

**amzoncap - AMAZON CAPITAL SERVICES Line Item Account**
61625 07/07/2023
Inv 1QYF-HL74-JX3D

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | Shared general office supplies | 510-24-053-518-20-31-000 | 9.74 |
| 06/25/2023 | Shared general office supplies | 402-20-040-535-80-31-000 | 9.72 |
| 06/25/2023 | Shared general office supplies | 403-22-050-531-30-31-000 | 9.72 |
| 06/25/2023 | Shared general office supplies | 001-16-035-542-30-31-000 | 9.72 |
| 06/25/2023 | Shared general office supplies | 403-22-030-531-90-31-000 | 9.72 |
| 06/25/2023 | Shared general office supplies | 501-23-051-548-68-31-000 | 9.74 |
| 06/25/2023 | Shared general office supplies | 401-18-037-534-81-31-000 | 9.72 |
| 06/25/2023 | Shared general office supplies | 001-12-028-576-80-31-000 | 9.72 |

Inv 1QYF-HL74-JX3D Total 77.80

61625 Total: 77.80

**amzoncap - AMAZON CAPITAL SERVICES Total:** 77.80

**APEREQ - Aperture EQ LLC Line Item Account**
61626 07/07/2023
Inv 2312

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/17/2023 | Promotional Exam | 001-09-014-522-10-41-000 | 4,400.00 |

Inv 2312 Total 4,400.00

61626 Total: 4,400.00

**APEREQ - Aperture EQ LLC Total:** 4,400.00

**apsco - APSCO LLC Line Item Account**
61627 07/07/2023
Inv 23596

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/09/2023 | New pump to replace broken pump @ Carmichael lift station | 402-20-045-594-35-64-100 | 28,224.66 |

Inv 23596 Total 28,224.66

61627 Total: 28,224.66

**apsco - APSCO LLC Total:** 28,224.66

**aspect - ASPECT CONSULTING LLC Line Item Account**

61628 07/07/2023

Inv 51667

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Landslide hazard area tree removal | 001-14-032-558-60-41-080 | 598.50 |

Inv 51667 Total 598.50

61628 Total: 598.50

**aspect - ASPECT CONSULTING LLC Total:** 598.50

**awccobra - AWC (COBRA) - Employee Benefit Trust Line Item Account 001-06-007-514-23-22-200**

61629 07/07/2023

Inv MS July-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | Cobra payment for M. Sauerweiin for July coverage BSI #36003787 | 001-01-001-513-10-22-200 | 1,812.89 |

Inv MS July-23 Total 1,812.89

61629 Total: 1,812.89

**awccobra - AWC (COBRA) - Employee Benefit Trust Total:** 1,812.89

**SBrum - Brumfield, Samantha Line Item Account**

61630 07/07/2023

Inv REIMB S. Brumfi

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | GFOA conference per diem and transportation | 001-06-007-514-23-43-000 | 93.98 |

Inv REIMB S. Brumfi Total 93.98

61630 Total: 93.98

**SBrum - Brumfield, Samantha Total:** 93.98

**BUTLER - BUTLER, STEPHANIE Line Item Account**

61631 07/07/2023

Inv REIMB S. Butler

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | International Co-Responders conference per diem and travel | 001-08-009-521-40-43-000 | 206.57 |

Inv REIMB S. Butler Total 206.57

| | | | |
|---|---|---|---|
| 61631 Total: | | | 206.57 |
| **BUTLER - BUTLER, STEPHANIE Total:** | | | 206.57 |

**cdwg - CDW GOVT INC Line Item Account**

61632 07/07/2023

Inv JW94719

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | FI: Monitors | 001-06-007-514-23-31-800 | 522.00 |
| Inv JW94719 Total | | | 522.00 |
| 61632 Total: | | | 522.00 |
| **cdwg - CDW GOVT INC Total:** | | | 522.00 |

**cws - CENTRAL WELDING SUPPLY Line Item Account 001-09-014-522-20-31-912**

61633 07/07/2023

Inv RN05232295

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Oxygen | 001-09-014-522-20-31-912 | 54.83 |
| Inv RN05232295 Total | | | 54.83 |
| 61633 Total: | | | 54.83 |
| **cws - CENTRAL WELDING SUPPLY Total:** | | | 54.83 |

**century - CENTURYLINK Line Item Account 511-25-054-518-50-42-000**

61634 07/07/2023

Inv 0848 65-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/20/2023 | City Phones | 502-11-020-518-88-42-000 | 89.40 |
| Inv 0848 65-23 Total | | | 89.40 |

Inv 1491 5-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/20/2023 | City Phones | 502-11-020-518-88-42-000 | 628.35 |
| Inv 1491 5-23 Total | | | 628.35 |

Inv 3862 5-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/20/2023 | City Phones | 502-11-020-518-88-42-000 | 237.05 |
| Inv 3862 5-23 Total | | | 237.05 |

Inv 3965 5-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/20/2023 | City Phones | 502-11-020-518-88-42-000 | 1.35 |

Inv 3965 5-23 Total 1.35

Inv 6240 5-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/20/2023 | City Phones | 502-11-020-518-88-42-000 | 52.06 |

Inv 6240 5-23 Total 52.06

Inv 68001 5-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/20/2023 | City Phones | 502-11-020-518-88-42-000 | 654.60 |

Inv 68001 5-23 Total 654.60

Inv 8791 12-22

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 12/20/2023 | City Phones | 502-11-020-518-88-42-000 | 178.95 |

Inv 8791 12-22 Total 178.95

Inv 8791 4-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/20/2023 | City Phones | 502-11-020-518-88-42-000 | 179.56 |

Inv 8791 4-23 Total 179.56

Inv 8791 5-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/20/2023 | City Phones | 502-11-020-518-88-42-000 | 179.56 |

Inv 8791 5-23 Total 179.56

61634 Total: 2,200.88

**century - CENTURYLINK Total:** 2,200.88

**ChamMic - CHAMBLESS, MICHAEL Line Item Account**

61635 07/07/2023

Inv REIMB M. CHAMBL

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | Hotel stay forLabor relations institute | 401-18-019-534-10-43-000 | 607.26 |

Inv REIMB M. CHAMBL Total 607.26

| | | | |
|---|---|---|---|
| 61635 Total: | | | 607.26 |
| **ChamMic - CHAMBLESS, MICHAEL Total:** | | | 607.26 |

**cintas - CINTAS Line Item Account 511-25-054-518-50-31-000**

61636 07/07/2023

Inv 5161027997

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/01/2023 | Trauma Bags for officer vehicles | 001-08-009-521-50-35-900 | 1,906.92 |
| 06/01/2023 | Trauma Bags for officer vehicles | 014-08-012-521-50-35-900 | 1,906.91 |
| Inv 5161027997 Total | | | 3,813.83 |
| 61636 Total: | | | 3,813.83 |
| **cintas - CINTAS Total:** | | | 3,813.83 |

**comcast - Comcast Line Item Account 511-25-054-518-50-42-000**

61637 07/07/2023

Inv 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/11/2023 | IT: Secondary Internet Service | 502-11-020-518-88-42-200 | 421.18 |
| Inv 6-23 Total | | | 421.18 |
| 61637 Total: | | | 421.18 |
| **comcast - Comcast Total:** | | | 421.18 |

**co - Complete Office (Fin Acct) Line Item Account**

61638 07/07/2023

Inv 2216417-0

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/01/2023 | Facial tissue, toilet paper, paper towels and toilet seat covers | 510-24-053-518-20-31-340 | 387.12 |
| 06/01/2023 | Copier paper and badge holders | 001-06-007-514-23-31-000 | 254.27 |
| Inv 2216417-0 Total | | | 641.39 |

Inv 2216427-0

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/01/2023 | LEAN project supplies - Easel, roll of paper, easel pad of paper | 001-06-007-514-23-31-000 | 160.00 |
| Inv 2216427-0 Total | | | 160.00 |

Inv 2216427-1

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/06/2023 | LEAN project suplies - Easel | 001-06-007-514-23-31-000 | 73.76 |

Inv 2216427-1 Total 73.76

Inv 2217225-0

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/05/2023 | Office supplies 2nd floor CH, janitorial supplies for all of CH | 001-06-007-514-23-31-000 | 424.27 |

Inv 2217225-0 Total 424.27

61638 Total: 1,299.42

**co - Complete Office (Fin Acct) Total:** 1,299.42

**copiers - Copiers Northwest Line Item Account**

61639 07/07/2023

Inv INV2663315

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | Lease of 54" laminator with wide cutter for street signs etc | 001-16-035-542-64-45-200 | 424.60 |

Inv INV2663315 Total 424.60

61639 Total: 424.60

**copiers - Copiers Northwest Total:** 424.60

**corppay - Corporate Payment Systems Line Item Account**

61640 07/07/2023

Inv DD 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Sound Cities Association - CM Christensen | 001-02-002-511-60-43-000 | 55.00 |
| 06/23/2023 | Shredding services - City hall/Police/PW/Fire | 001-05-005-514-20-41-000 | 288.11 |

Inv DD 6-23 Total 343.11

Inv DP 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Duty Boots - J. Aguirre | 001-08-009-521-22-31-050 | 130.64 |
| 06/23/2023 | Monthly Fee - Officer search database | 001-08-009-521-10-49-200 | 196.02 |
| 06/23/2023 | Records search for firearm surrender 23S-1249 | 001-08-009-521-22-41-000 | 13.24 |
| 06/23/2023 | S. Butler Corcon Training | 001-08-009-521-40-43-000 | 643.82 |

Inv DP 6-23 Total 983.72

Inv EA 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | AICP Membership | 001-14-031-558-60-49-200 | 1,015.00 |

Inv EA 6-23 Total 1,015.00

Inv JQ 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Courier services for lab specimens | 402-20-040-535-80-42-300 | 108.50 |
| 06/23/2023 | Abatement notice | 001-16-019-542-90-42-300 | 8.13 |
| 06/23/2023 | Merchandise return - Stinson | 403-22-030-531-90-42-300 | 11.78 |

Inv JQ 6-23 Total 128.41

Inv KJ 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Meals for 18 participants in Fire Lt. promotional exam day | 001-09-014-522-10-49-100 | 435.27 |

Inv KJ 6-23 Total 435.27

Inv MC 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Kyle Marquardt Arborculture & safety training | 403-22-030-531-90-43-000 | 481.93 |
| 06/23/2023 | Paint, wood, hardware & assorted other maintenance supplies | 001-12-028-576-80-31-300 | 827.76 |

Inv MC 6-23 Total 1,309.69

Inv PP 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | WASPC Conference in Spokane, WA | 001-08-009-521-40-43-000 | 804.75 |

Inv PP 6-23 Total 804.75

61640 Total: 5,019.95

**corppay - Corporate Payment Systems Total:** 5,019.95

**DC FARM - DC FARMS FORESTRY SERVICES LLC Line Item Account**

61641 07/07/2023

Inv 179

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Right of way mowing and brush removal | 001-16-035-542-30-48-000 | 7,167.41 |

Inv 179 Total 7,167.41

61641 Total: 7,167.41

**DC FARM - DC FARMS FORESTRY SERVICES LLC Total:** 7,167.41

**DUGARL - Dugar, Lanny Line Item Account**

61642 07/07/2023

Inv Refund meter

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | Meter Deposit refund | 401-00-000-382-10-50-100 | 2,500.00 |

| | | | |
|---|---|---|---|
| Inv Refund meter Total | | | 2,500.00 |
| 61642 Total: | | | 2,500.00 |
| **DUGARL - Dugar, Lanny Total:** | | | 2,500.00 |
| **esa - ESA Line Item Account** | | | |
| 61643 | 07/07/2023 | | |
| Inv | 185451R | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/13/2023 | NW Railway museum roundhouse | 001-14-032-558-60-41-080 | 2,410.00 |
| Inv 185451R Total | | | 2,410.00 |
| 61643 Total: | | | 2,410.00 |
| **esa - ESA Total:** | | | 2,410.00 |
| **eurofins - Eurofins Eaton Analytical, Inc. Line Item Account** | | | |
| 61644 | 07/07/2023 | | |
| Inv | 3800026172 | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/22/2023 | UCMRS - Lithium sample | 401-18-037-534-82-41-000 | 125.00 |
| Inv 3800026172 Total | | | 125.00 |
| 61644 Total: | | | 125.00 |
| **eurofins - Eurofins Eaton Analytical, Inc. Total:** | | | 125.00 |
| **ma - Fehr & Peers Line Item Account** | | | |
| 61645 | 07/07/2023 | | |
| Inv | 165626 | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/13/2023 | Parking study review | 001-14-032-558-60-41-040 | 2,700.00 |
| Inv 165626 Total | | | 2,700.00 |
| 61645 Total: | | | 2,700.00 |
| **ma - Fehr & Peers Total:** | | | 2,700.00 |
| **FischTy - Fischer, Tylor Line Item Account** | | | |
| 61646 | 07/07/2023 | | |
| Inv | REIMB T. Fische | | |
| Line Item Date | Line Item Description | Line Item Account | |

| | | | |
|---|---|---|---|
| 06/15/2023 | Hiking shoes per fire dept uniform policy | 001-09-014-522-20-31-050 | 154.14 |
| Inv REIMB T. Fische Total | | | 154.14 |
| 61646 Total: | | | 154.14 |
| **FischTy - Fischer, Tylor Total:** | | | 154.14 |

**gallsfd - Galls, LLC FD Line Item Account**

61647 07/07/2023

Inv 024621173

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | NameTags | 001-09-014-522-20-31-050 | 139.28 |
| Inv 024621173 Total | | | 139.28 |

Inv 024652629

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | FF Pants | 001-09-014-522-20-31-050 | 336.40 |
| Inv 024652629 Total | | | 336.40 |
| 61647 Total: | | | 475.68 |
| **gallsfd - Galls, LLC FD Total:** | | | 475.68 |

**GOVHR - GOVHR USA LLC Line Item Account**

61648 07/07/2023

Inv 3-01-23-050

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 01/25/2023 | Class & comp study for city | 001-06-075-518-10-41-420 | 6,120.00 |
| Inv 3-01-23-050 Total | | | 6,120.00 |
| 61648 Total: | | | 6,120.00 |
| **GOVHR - GOVHR USA LLC Total:** | | | 6,120.00 |

**hci - Hach Company, Inc. Line Item Account**

61649 07/07/2023

Inv 13613328

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/09/2023 | Treatment chemicals | 401-18-037-534-82-31-500 | 2,389.91 |
| Inv 13613328 Total | | | 2,389.91 |
| 61649 Total: | | | 2,389.91 |

| | | | |
|---|---|---|---|
| **hci - Hach Company, Inc. Total:** | | | 2,389.91 |
| **hdf - HD Fowler Co. Line Item Account** | | | |
| 61650 | 07/07/2023 | | |
| Inv I6412968 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/05/2023 | Irrigation parts | 401-19-039-539-35-31-300 | 7,784.00 |
| Inv I6412968 Total | | | 7,784.00 |
| Inv I6416362 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/07/2023 | Irrigation Heads | 401-19-039-539-35-31-300 | 355.18 |
| Inv I6416362 Total | | | 355.18 |
| 61650 Total: | | | 8,139.18 |
| **hdf - HD Fowler Co. Total:** | | | 8,139.18 |
| **homecare - Home Care Masters, LLC Line Item Account** | | | |
| 61651 | 07/07/2023 | | |
| Inv 5 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/27/2023 | Custodial services 6-1-23 - 6-30-23 | 510-24-053-518-50-48-200 | 3,082.72 |
| Inv 5 Total | | | 3,082.72 |
| 61651 Total: | | | 3,082.72 |
| **homecare - Home Care Masters, LLC Total:** | | | 3,082.72 |
| **HSI - HSI EMERGENCY CARE SOLUTIONS INC Line Item Account** | | | |
| 61652 | 07/07/2023 | | |
| Inv 1817317 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 05/26/2023 | CPR/AED Cerification | 001-09-014-522-10-49-100 | 326.70 |
| Inv 1817317 Total | | | 326.70 |
| 61652 Total: | | | 326.70 |
| **HSI - HSI EMERGENCY CARE SOLUTIONS INC Total:** | | | 326.70 |
| **kcda - KING COUNTY DIRECTORS ASSN PURCHASING COOP Line Item Account 511-25-054-518-50-31-000** | | | |
| 61653 | 07/07/2023 | | |

Inv 300721355

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/09/2023 | Copier paper | 001-12-028-576-80-31-000 | 18.13 |
| 06/09/2023 | Copier paper | 403-22-030-531-90-31-000 | 18.13 |
| 06/09/2023 | Copier paper | 403-22-019-531-10-31-000 | 18.13 |
| 06/09/2023 | Copier paper | 501-23-051-548-68-31-000 | 18.12 |
| 06/09/2023 | Copier paper | 401-18-037-534-81-31-000 | 18.13 |
| 06/09/2023 | Copier paper | 001-16-035-542-30-31-000 | 18.13 |

Inv 300721355 Total 108.77

61653 Total: 108.77

**kcda - KING COUNTY DIRECTORS ASSN PURCHASING COOP Total:** 108.77

**kcf 710 - King County Finance Line Item Account**

61654 07/07/2023

Inv 3004253

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Jail - Sno inmates May 2023 | 001-08-009-523-60-41-503 | 2,005.84 |

Inv 3004253 Total 2,005.84

Inv 3004267

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | one on one guarding May 2023 | 001-08-009-523-60-41-503 | 436.40 |

Inv 3004267 Total 436.40

61654 Total: 2,442.24

**kcf 710 - King County Finance Total:** 2,442.24

**kc radio - KING COUNTY RADIO COMM SVCS Line Item Account 001-08-009-521-50-48-000**

61655 07/07/2023

Inv 19741

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/30/2023 | Radio communicaton service | 001-09-014-522-50-42-100 | 1,037.54 |

Inv 19741 Total 1,037.54

61655 Total: 1,037.54

**kc radio - KING COUNTY RADIO COMM SVCS Total:** 1,037.54

**ki 2 - Kroesen's Uniform Co. Line Item Account 001-08-009-521-22-31-050**

61656 07/07/2023

Inv 74360

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | FF badges (15) | 001-09-014-522-20-31-050 | 1,426.59 |

Inv 74360 Total 1,426.59

61656 Total: 1,426.59

**ki 2 - Kroesen's Uniform Co. Total:** 1,426.59

**LiveVi - Live Vinyl Productions LLC Line Item Account**

61657 07/07/2023

Inv 6977

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 03/30/2023 | Music in the park event Band - 7/13/23 | 001-28-061-573-20-41-000 | 3,000.00 |

Inv 6977 Total 3,000.00

Inv 6978

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 03/30/2023 | Music in the park event Band - 7/27/23 | 001-28-061-573-20-41-000 | 3,000.00 |

Inv 6978 Total 3,000.00

61657 Total: 6,000.00

**LiveVi - Live Vinyl Productions LLC Total:** 6,000.00

**lncs - LN Curtis & Sons Line Item Account 001-09-014-522-20-31-050**

61658 07/07/2023

Inv INV709646

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/30/2023 | Gas detector | 001-09-014-522-50-35-900 | 541.91 |

Inv INV709646 Total 541.91

61658 Total: 541.91

**lncs - LN Curtis & Sons Total:** 541.91

**mi 1 - Microflex, Inc. Line Item Account**

61659 07/07/2023

Inv 23009

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/30/2023 | Sales Tax Software - Annual Maint fee | 001-06-007-514-23-41-000 | 1,440.75 |

Inv 23009 Total 1,440.75

| | | | |
|---|---|---|---|
| 61659 Total: | | | 1,440.75 |
| **mi 1 - Microflex, Inc. Total:** | | | 1,440.75 |

**mp - Minuteman Press Line Item Account**

61660 07/07/2023

Inv 90595

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | April Inserts | 001-14-031-558-60-49-300 | 572.26 |
| Inv 90595 Total | | | 572.26 |

Inv 90903

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Plein Air paint out banner | 012-13-115-573-20-31-910 | 204.19 |
| Inv 90903 Total | | | 204.19 |
| 61660 Total: | | | 776.45 |
| **mp - Minuteman Press Total:** | | | 776.45 |

**nb autof - North Bend Auto Parts, Inc. (Fleet) Line Item Account 501-23-051-548-68-31-301**

61661 07/07/2023

Inv 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | ER&R fleet repair parts | 501-23-051-548-68-31-301 | 3,899.08 |
| 06/28/2023 | Gen set service LOF | 501-23-051-548-68-31-200 | 1,028.58 |
| Inv 6-23 Total | | | 4,927.66 |
| 61661 Total: | | | 4,927.66 |
| **nb autof - North Bend Auto Parts, Inc. (Fleet) Total:** | | | 4,927.66 |

**pf&sinc - Pacific Fire & Security Inc. Line Item Account**

61662 07/07/2023

Inv 93611

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Quarterly fire monitoring July 2023-Sept 2023 | 401-18-037-534-82-41-000 | 109.44 |
| Inv 93611 Total | | | 109.44 |
| 61662 Total: | | | 109.44 |

**pf&sinc - Pacific Fire & Security Inc. Total:** 109.44

**poa-or - Pacific Office Automation (OR) Line Item Account**

61663 07/07/2023

Inv 094189

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/24/2023 | Copier - Image | 502-11-020-518-88-45-200 | 737.70 |

Inv 094189 Total 737.70

Inv 162346

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/23/2023 | IT: Copier Image | 502-11-020-518-88-45-200 | 550.74 |

Inv 162346 Total 550.74

61663 Total: 1,288.44

**poa-or - Pacific Office Automation (OR) Total:** 1,288.44

**paramet - Parametrix Line Item Account**

61664 07/07/2023

Inv 45912

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | Professional services ending May 27, 2023 | 417-13-416-594-35-41-060 | 38,747.24 |

Inv 45912 Total 38,747.24

Inv 45920

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/19/2023 | Professional services ending May 27, 2023 | 402-20-040-535-80-41-040 | 8,871.46 |

Inv 45920 Total 8,871.46

Inv 460048

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Professional services from May 17, 2023 to May 27, 2023 | 310-17-507-595-30-41-040 | 2,227.80 |

Inv 460048 Total 2,227.80

61664 Total: 49,846.50

**paramet - Parametrix Total:** 49,846.50

**pei - PERTEET ENGINEERING INC Line Item Account**

61665 07/07/2023

Inv 22222.0000-216

| Line Item Date | Line Item Description | Line Item Account |
|---|---|---|

| | | | |
|---|---|---|---|
| 06/07/2023 | Parcel S22 - SRII | 001-14-032-558-60-41-040 | 8,473.03 |
| Inv 22222.0000-216 Total | | | 8,473.03 |

Inv 23042.0001-2

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Wireless PAR2023-0004 | 001-14-032-558-60-41-040 | 700.00 |
| Inv 23042.0001-2 Total | | | 700.00 |
| 61665 Total: | | | 9,173.03 |
| **pei - PERTEET ENGINEERING INC Total:** | | | 9,173.03 |

**phippsp - Phipps, Perry Line Item Account**

61666 07/07/2023

Inv REIMB P.PHIPPS

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | Per Diem meals for Conference | 001-08-009-521-40-43-000 | 40.00 |
| Inv REIMB P.PHIPPS Total | | | 40.00 |
| 61666 Total: | | | 40.00 |
| **phippsp - Phipps, Perry Total:** | | | 40.00 |

**pre-empl - Pre-Employ.com Line Item Account**

61667 07/07/2023

Inv 365150

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | | 001-09-014-522-10-41-000 | 59.60 |
| Inv 365150 Total | | | 59.60 |
| 61667 Total: | | | 59.60 |
| **pre-empl - Pre-Employ.com Total:** | | | 59.60 |

**pse - Puget Sound Energy Line Item Account 001-08-009-521-50-47-100**

61668 07/07/2023

Inv 001499 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/08/2023 | Electricity - Street Lighting | 001-16-035-542-63-47-100 | 5,796.07 |
| Inv 001499 6-23 Total | | | 5,796.07 |

Inv 002042 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/08/2023 | Electricity | 401-19-039-539-35-47-100 | 1,739.94 |
| 06/08/2023 | Electricity | 001-12-028-576-80-47-100 | 218.38 |

Inv 002042 6-23 Total 1,958.32

Inv 005615 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/08/2023 | Electricity | 510-24-053-518-20-47-100 | 102.01 |
| 06/08/2023 | Electricity | 510-24-053-518-20-47-100 | 166.02 |

Inv 005615 6-23 Total 268.03

Inv 007124 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/08/2023 | Electricity | 402-20-045-535-65-47-100 | 11.34 |
| 06/08/2023 | Electricity | 402-20-045-535-65-47-100 | 22.52 |

Inv 007124 6-23 Total 33.86

Inv 007355 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/09/2023 | Electricity | 001-12-028-576-80-47-100 | 2,485.58 |

Inv 007355 6-23 Total 2,485.58

Inv 010474 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/08/2023 | Electricity & Natural Gas | 402-20-040-535-80-47-100 | 1,204.00 |
| 06/08/2023 | Electricity | 510-24-053-518-20-47-100 | 349.79 |

Inv 010474 6-23 Total 1,553.79

Inv 010656 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/08/2023 | Electricity | 402-20-045-535-65-47-100 | 26,875.56 |
| 06/08/2023 | Electricity & Natural gas | 402-20-040-535-80-47-100 | 104.60 |

Inv 010656 6-23 Total 26,980.16

Inv 257959 6-23 FD

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/05/2023 | PSE FD Electric and gas | 001-09-014-522-50-47-100 | 1,324.27 |

Inv 257959 6-23 FD Total 1,324.27

Inv 943807 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/14/2023 | Electricity - Street Lighting | 001-16-035-542-63-47-100 | 22.86 |

Inv 943807 6-23 Total 22.86

| | | | |
|---|---|---|---|
| 61668 Total: | | | 40,422.94 |
| **pse - Puget Sound Energy Total:** | | | 40,422.94 |

**roberth - Robert Half Line Item Account**

61669 07/07/2023

Inv 61939389

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/02/2023 | IT: Contract Employee - Andrew | 502-11-020-518-88-41-190 | 2,080.00 |
| Inv 61939389 Total | | | 2,080.00 |

Inv 61954619

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/04/2023 | FI: Contract Employee - Asker | 502-11-023-594-18-41-190 | 3,600.00 |
| Inv 61954619 Total | | | 3,600.00 |

Inv 62076698

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | FI: Contract Employee - Asker | 502-11-023-594-18-41-190 | 3,600.00 |
| Inv 62076698 Total | | | 3,600.00 |

Inv 62153740

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/15/2023 | FI: Contract Employee - Asker | 502-11-023-594-18-41-190 | 3,600.00 |
| Inv 62153740 Total | | | 3,600.00 |

Inv 62176183

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | Contractor - Munis ERP week ending 6/16/23 (4.68) | 502-11-023-594-18-41-190 | 234.00 |
| 06/21/2023 | Contractor - Gen Finance week ending 6/16/23 (33.34) | 001-06-007-514-23-41-190 | 1,667.00 |
| Inv 62176183 Total | | | 1,901.00 |

Inv 62199131

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | Contractor - Munis ERP week ending 6/23/23 (10.59) | 502-11-023-594-18-41-190 | 529.50 |
| 06/27/2023 | Contractor - Gen Finance week ending 6/23/23 (19.62) | 001-06-007-514-23-41-190 | 981.00 |
| Inv 62199131 Total | | | 1,510.50 |

| | | | |
|---|---|---|---|
| 61669 Total: | | | 16,291.50 |
| **roberth - Robert Half Total:** | | | 16,291.50 |

**seaauto - Seattle Automotive Distributing Line Item Account 501-23-051-548-68-31-301**

61670 07/07/2023

Inv S5-8182472

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Brake pads front police SUV | 501-23-051-548-68-31-301 | 544.50 |

Inv S5-8182472 Total 544.50

61670 Total: 544.50

**seaauto - Seattle Automotive Distributing Total:** 544.50

**Segovia - Segovia, Martha Line Item Account**

61671 07/07/2023

Inv Refund

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | Park Refund - Full | 001-12-000-347-30-00-010 | 105.00 |

Inv Refund Total 105.00

Inv REIMB M. Segovi

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Event was cancelled and refund is needed for permit SEP 2023-007 | 001-00-000-322-90-00-000 | 35.00 |

Inv REIMB M. Segovi Total 35.00

61671 Total: 140.00

**Segovia - Segovia, Martha Total:** 140.00

**snoq roa - Snoqualmie Ridge ROA - Finance Dept. Line Item Account**

61672 07/07/2023

Inv 9-22 - 2-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/25/2023 | Reim ROA for street lighting they paid after conveyance to city | 001-16-035-542-63-47-100 | 975.80 |

Inv 9-22 - 2-23 Total 975.80

61672 Total: 975.80

**snoq roa - Snoqualmie Ridge ROA - Finance Dept. Total:** 975.80

**score - South Correctional Entity Line Item Account 001-08-009-523-60-41-504**

61673 07/07/2023

Inv 6979

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | Sno Inmates - May 2023 | 001-08-009-523-60-41-504 | 995.00 |

| | | | |
|---|---|---|---|
| Inv 6979 Total | | | 995.00 |
| 61673 Total: | | | 995.00 |
| **score - South Correctional Entity Total:** | | | 995.00 |

**spok - Spok, Inc. Line Item Account 401-19-039-539-35-42-000**

61674 07/07/2023

Inv G0303878P

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/15/2023 | Irrigation pager monthly fee | 401-19-039-539-35-42-000 | 27.01 |
| Inv G0303878P Total | | | 27.01 |

Inv G0303878Q

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/15/2023 | Irrigation pager monthly fee | 401-19-039-539-35-42-000 | 27.42 |
| Inv G0303878Q Total | | | 27.42 |

Inv G0303878R

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/15/2023 | Irrigation pager monthly fee | 401-19-039-539-35-42-000 | 27.83 |
| Inv G0303878R Total | | | 27.83 |

| | | | |
|---|---|---|---|
| 61674 Total: | | | 82.26 |
| **spok - Spok, Inc. Total:** | | | 82.26 |

**Stiles - Stiles, Andrea Line Item Account**

61675 07/07/2023

Inv Refund

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/06/2023 | Park Refund - Situational | 001-12-000-347-30-00-010 | 135.00 |
| Inv Refund Total | | | 135.00 |

| | | | |
|---|---|---|---|
| 61675 Total: | | | 135.00 |
| **Stiles - Stiles, Andrea Total:** | | | 135.00 |

**twwp - The Workwear Place Line Item Account**

61676 07/07/2023

Inv 2335

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/05/2023 | Kevin Aspy boots | 401-19-039-539-35-23-100 | 381.47 |

| | | | |
|---|---|---|---|
| Inv 2335 Total | | | 381.47 |
| Inv 2341 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/07/2023 | Justin Ren Clothing | 401-19-039-539-35-23-100 | 263.51 |
| Inv 2341 Total | | | 263.51 |
| 61676 Total: | | | 644.98 |
| **twwp - The Workwear Place Total:** | | | 644.98 |

**tylertec - Tyler Technologies, Inc. Line Item Account**

61677 07/07/2023

| | | | |
|---|---|---|---|
| Inv 045-415033 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 04/05/2023 | ERP: Consultants | 502-11-023-594-18-41-040 | 25,735.14 |
| Inv 045-415033 Total | | | 25,735.14 |
| Inv 045-424834 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/01/2023 | ERP Project - Subscriptions | 502-11-023-594-18-41-040 | 66,348.96 |
| Inv 045-424834 Total | | | 66,348.96 |
| 61677 Total: | | | 92,084.10 |
| **tylertec - Tyler Technologies, Inc. Total:** | | | 92,084.10 |

**uline - Uline Line Item Account**

61678 07/07/2023

| | | | |
|---|---|---|---|
| Inv 164218940 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 05/30/2023 | Trash Liners & Toilet paper | 001-12-028-576-80-31-300 | 3,530.67 |
| Inv 164218940 Total | | | 3,530.67 |
| Inv 164339887 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/01/2023 | dog waste baggies | 001-12-028-576-80-31-300 | 1,565.27 |
| Inv 164339887 Total | | | 1,565.27 |
| 61678 Total: | | | 5,095.94 |

**uline - Uline Total:** 5,095.94

**unamcali - Una McAlinden Line Item Account**

61679 07/07/2023

Inv 5-25-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/25/2023 | Community Center Sessions: Analysis & Exec summary report | 310-13-702-594-18-41-000 | 1,200.00 |

Inv 5-25-23 Total 1,200.00

61679 Total: 1,200.00

**unamcali - Una McAlinden Total:** 1,200.00

**uulc - Utilities Underground Location Center Line Item Account**

61680 07/07/2023

Inv 3050231

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Locating service | 401-18-037-534-81-41-000 | 122.39 |

Inv 3050231 Total 122.39

61680 Total: 122.39

**uulc - Utilities Underground Location Center Total:** 122.39

**wml - Water Management Laboratories, Inc. Line Item Account**

61681 07/07/2023

Inv 212233

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/05/2023 | May bacteria samples | 401-18-037-534-81-41-000 | 345.00 |

Inv 212233 Total 345.00

61681 Total: 345.00

**wml - Water Management Laboratories, Inc. Total:** 345.00

**wlace - Westlake Ace Hardware Line Item Account**

61682 07/07/2023

Inv 15309228

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | Facility parts and supplies | 510-24-053-518-20-31-300 | 45.75 |

Inv 15309228 Total 45.75

Inv 15309234

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | Spray Paint - levels | 401-18-037-534-81-31-300 | 31.14 |

Inv 15309234 Total 31.14

Inv 15309278

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Facility parts and supply | 510-24-053-518-20-31-300 | 56.36 |

Inv 15309278 Total 56.36

61682 Total: 133.25

**wlace - Westlake Ace Hardware Total:** 133.25

Total: 323,800.67

# Accounts Payable

## Blanket Voucher Approval Document

#34

User: ITreptow
Printed: 07/13/2023 - 12:54PM
Warrant Request Date: 7/13/2023
DAC Fund:

Batch: 00003.07.2023 - 7-13-23 Check Run

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 616,163.90 ,
for claims warrants numbered 61683 through 61756 & dated 7-13-23 .

| Line | Claimant | Voucher No. | Amount |
|---|---|---|---|
| 1 | Dept of Retirement Syst.-PERS | 000000000 | 333.44 |
| 2 | 911 SUPPLY INC | 000061683 | 130.67 |
| 3 | AMAZON CAPITAL SERVICES | 000061684 | 142.22 |
| 4 | Apex Systems LLC | 000061685 | 6,840.00 |
| 5 | ASPECT CONSULTING LLC | 000061686 | 19,768.50 |
| 6 | ATWORK! COMMERCIAL ENTERPRISES LLC | 000061687 | 40,761.10 |
| 7 | State Auditor's Office | 000061740 | 2,016.00 |
| 8 | BAINBRIDGE ASSOCIATES LLC | 000061688 | 1,413.10 |
| 9 | BUILDERS EXCHANGE OF WA INC | 000061690 | 597.45 |
| 10 | BERRY DUNN MCNEIL & PARKER LLC | 000061689 | 3,990.00 |
| 11 | CDW GOVT INC | 000061692 | 91,094.85 |
| 12 | CENTURYLINK | 000061694 | 1,595.61 |
| 13 | CINTAS | 000061696 | 1,645.66 |
| 14 | CHINOOK LUMBER INC | 000061695 | 6,707.70 |
| 15 | CLARKS TOWING EAST | 000061698 | 354.25 |
| 16 | Control Systems NW, LLC | 000061699 | 18,124.35 |
| 17 | Corporate Payment Systems | 000061700 | 3,330.84 |
| 18 | CITY OF SNOQUALMIE UB | 000061697 | 69,435.25 |
| 19 | CARMICHAELS TRUE VALUE HARDWARE | 000061691 | 597.38 |
| 20 | CENTRAL WELDING SUPPLY | 000061693 | 563.12 |
| 21 | Design West Engineering | 000061701 | 1,900.00 |
| 22 | Evergreen Ford, Inc. | 000061702 | 1,537.31 |
| 23 | Galls, LLC FD | 000061703 | 1,074.64 |
| 24 | GEN DIGITAL INC | 000061704 | 175.23 |
| 25 | Grainger | 000061705 | 2,967.99 |
| 26 | HandyHelpers | 000061707 | 1,805.64 |
| 27 | Hach Company, Inc. | 000061706 | 644.68 |
| 28 | HD Supply Facilities Maint., Ltd | 000061708 | 164.20 |
| 29 | HSI EMERGENCY CARE SOLUTIONS INC | 000061710 | 387.68 |
| 30 | Issaquah Honda Kubota | 000061711 | 5,378.97 |
| 31 | King County Finance | 000061713 | 5,772.35 |
| 32 | Lowe's Business Account | 000061719 | 376.54 |
| 33 | Land Development Consultants, Inc. | 000061714 | 41,529.00 |
| 34 | Language Line Services | 000061715 | 40.95 |
| 35 | LN Curtis & Sons | 000061717 | 7,839.72 |
| 36 | LoudEdge, Inc. | 000061718 | 1,165.00 |
| 37 | Les Schwab Tires, Inc. | 000061716 | 119.89 |
| 38 | Macdonald-Miller | 000061720 | 1,117.31 |
| 39 | McMaster-Carr | 000061721 | 1,923.80 |
| 40 | Monroe Correctional Complex | 000061723 | 484.89 |
| 41 | Minuteman Press | 000061722 | 2,646.09 |
| | | Page Total: | $348,493.37 |

| Line | Claimant | Voucher No. | Amou |
|---|---|---|---|
| 42 | Navia Benefit Solutions | 000061724 | 430.00 |
| 43 | ORKIN | 000061725 | 607.22 |
| 44 | Otak, Inc. | 000061726 | 11,462.25 |
| 45 | Parametrix | 000061729 | 9,574.23 |
| 46 | Pease & Sons, Inc | 000061730 | 28,360.83 |
| 47 | Pacific Fire & Security Inc. | 000061727 | 1,118.95 |
| 48 | PFM Financial Advisors LLC | 000061731 | 3,000.00 |
| 49 | Pacific Office Automation (OR) | 000061728 | 2,241.62 |
| 50 | Puget Sound Energy | 000061733 | 15,899.50 |
| 51 | PSF MECHANICAL, INC | 000061732 | 14,843.07 |
| 52 | Puget Sound Regional Fire Authority | 000061734 | 103,413.81 |
| 53 | Pumptech LLC | 000061735 | 798.95 |
| 54 | Rebecca Dean PLLC | 000061736 | 3,034.00 |
| 55 | RH2 Engineering, Inc. | 000061737 | 30,737.26 |
| 56 | Robert Half | 000061738 | 8,371.00 |
| 57 | The Seattle Times | 000061745 | 352.34 |
| 58 | The Sherwin-Williams Co. | 000061746 | 17.37 |
| 59 | Skilfab Industries INC | 000061739 | 3,415.10 |
| 60 | Stericycle, Inc. (FD) | 000061741 | 10.36 |
| 61 | Strategic Government Resources | 000061742 | 3,449.00 |
| 62 | Sunbelt Rentals, Inc. | 000061743 | 45.65 |
| 63 | Herc Rentals Inc. | 000061709 | 7,374.95 |
| 64 | Traffic Safety Supply Co., Inc. | 000061747 | 5,003.69 |
| 65 | TETRA TECH, INC. | 000061744 | 4,736.74 |
| 66 | Kairuz,Mark Anthony | 000061712 | 184.64 |
| 67 | Urban Forestry Services/Bartlett Consulting | 000061751 | 525.00 |
| 68 | Unum Life Insurance | 000061750 | 141.00 |
| 69 | Uline | 000061748 | 1,677.04 |
| 70 | United Site Services | 000061749 | 185.00 |
| 71 | Urban Forestry Services/Bartlett Consulting | 000061752 | 1,850.55 |
| 72 | Utilities Underground Location Center | 000061753 | 110.78 |
| 73 | Westlake Ace Hardware | 000061755 | 1,366.70 |
| 74 | Water Management Laboratories, Inc. | 000061754 | 390.00 |
| 75 | Xylem Dewatering Solutions, Inc. | 000061756 | 2,941.93 |
| | | Page Total: | $267,670.53 |
| | | Grand Total: | $616,163.90 |

# Accounts Payable

## Check Detail

User: ITreptow
Printed: 07/13/2023 - 1:00PM

| Check Number | Check Date | Amount |
|---|---|---|

**911 supp - 911 SUPPLY INC Line Item Account**

61683 07/13/2023

Inv INV-2-30247

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 02/02/2023 | Stars and tie bars for officer uniforms | 001-08-009-521-22-31-050 | 130.67 |
| Inv INV-2-30247 Total | | | 130.67 |
| 61683 Total: | | | 130.67 |
| **911 supp - 911 SUPPLY INC Total:** | | | 130.67 |

**amzoncap - AMAZON CAPITAL SERVICES Line Item Account**

61684 07/13/2023

Inv 19QL-7NKC-LWMF

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 10/16/2022 | Grill grate (returned) | 001-09-014-522-10-31-000 | -127.95 |
| Inv 19QL-7NKC-LWMF Total | | | -127.95 |

Inv 1C4K-1LVG-VTMR

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 10/21/2022 | Grill grate (returned) | 001-09-014-522-10-31-000 | -137.20 |
| Inv 1C4K-1LVG-VTMR Total | | | -137.20 |

Inv 1GQ6-J6TC-R91G

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 11/11/2022 | Batteries (returned) | 001-09-014-522-10-31-000 | -75.13 |
| Inv 1GQ6-J6TC-R91G Total | | | -75.13 |

Inv 1L39-7L7Y-H4LY

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 03/16/2022 | Water | 001-09-014-522-10-31-000 | -163.20 |
| Inv 1L39-7L7Y-H4LY Total | | | -163.20 |

Inv 1MGF-RH66-CVXT

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/15/2023 | Office supplies | 001-09-014-522-10-31-000 | 111.02 |

| | | | |
|---|---|---|---|
| Inv 1MGF-RH66-CVXT Total | | | 111.02 |
| Inv 1Q4M-XQ13-GLWV | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/14/2022 | Office supplies/Holiday decor | 001-09-014-522-10-31-000 | 389.67 |
| Inv 1Q4M-XQ13-GLWV Total | | | 389.67 |
| Inv 1VRK-PM9R-KKKH | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 05/06/2022 | Carry Case | 001-09-014-522-50-35-900 | 99.98 |
| 05/06/2022 | Office supplies | 001-09-014-522-10-31-000 | 45.03 |
| Inv 1VRK-PM9R-KKKH Total | | | 145.01 |
| 61684 Total: | | | 142.22 |
| **amzoncap - AMAZON CAPITAL SERVICES Total:** | | | 142.22 |

**APEX SYS - Apex Systems LLC Line Item Account**

61685 07/13/2023

| | | | |
|---|---|---|---|
| Inv 0007426185 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 05/09/2023 | IT: Contract Employee - Mo | 502-11-020-518-88-41-190 | 3,040.00 |
| Inv 0007426185 Total | | | 3,040.00 |
| Inv 0007426186 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 05/09/2023 | IT: Contract Employee - Mo | 502-11-020-518-88-41-190 | 3,800.00 |
| Inv 0007426186 Total | | | 3,800.00 |
| 61685 Total: | | | 6,840.00 |
| **APEX SYS - Apex Systems LLC Total:** | | | 6,840.00 |

**aspect - ASPECT CONSULTING LLC Line Item Account**

61686 07/13/2023

| | | | |
|---|---|---|---|
| Inv 51825 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/13/2023 | Professioanl services ending 5/26/23 | 417-13-423-594-34-41-070 | 19,768.50 |
| Inv 51825 Total | | | 19,768.50 |
| 61686 Total: | | | 19,768.50 |

**aspect - ASPECT CONSULTING LLC Total:** 19,768.50

**atwork - ATWORK! COMMERCIAL ENTERPRISES LLC Line Item Account**

61687 07/13/2023

Inv PS-INV104995

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Maintenance agreement - facilities | 510-24-053-518-20-48-150 | 2,886.85 |

Inv PS-INV104995 Total 2,886.85

Inv PS-INV104997

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Roadside maintenance 30% | 001-16-035-542-70-48-150 | 6,103.63 |
| 05/31/2023 | Roadside maintenance 60% | 403-22-050-531-30-48-150 | 14,241.80 |

Inv PS-INV104997 Total 20,345.43

Inv PS-INV1104996

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Maintenance agreement - mini parks | 001-12-028-576-80-48-150 | 17,528.82 |

Inv PS-INV1104996 Total 17,528.82

61687 Total: 40,761.10

**atwork - ATWORK! COMMERCIAL ENTERPRISES LLC Total:** 40,761.10

**baina - BAINBRIDGE ASSOCIATES LLC Line Item Account**

61688 07/13/2023

Inv 1022

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/06/2023 | Calibration and cert of sensors | 402-20-040-535-80-48-000 | 1,413.10 |

Inv 1022 Total 1,413.10

61688 Total: 1,413.10

**baina - BAINBRIDGE ASSOCIATES LLC Total:** 1,413.10

**berrdun - BERRY DUNN MCNEIL & PARKER LLC Line Item Account**

61689 07/13/2023

Inv 432015

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | ERP: COnsulting | 502-11-023-594-18-41-040 | 3,990.00 |

Inv 432015 Total 3,990.00

61689 Total: 3,990.00

**berrdun - BERRY DUNN MCNEIL & PARKER LLC Total:** 3,990.00

**beowi - BUILDERS EXCHANGE OF WA INC Line Item Account**
61690 07/13/2023
Inv 1074747

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/03/2023 | Bidding advertisment for WRF P3 Improvments | 417-13-454-594-35-41-390 | 597.45 |

Inv 1074747 Total 597.45

61690 Total: 597.45

**beowi - BUILDERS EXCHANGE OF WA INC Total:** 597.45

**ctv - CARMICHAELS TRUE VALUE HARDWARE Line Item Account**
61691 07/13/2023
Inv 6-25-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | tools, accessories & other maint/repair supplies account 2161 | 001-12-028-576-80-31-300 | 319.66 |

Inv 6-25-23 Total 319.66

Inv 6-25-23 2162

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | tools, accessories & other maint/repair supplies account 2162 | 403-22-050-531-30-31-300 | 26.76 |
| 06/25/2023 | tools, accessories & other maint/repair supplies account 2162 | 401-18-037-534-81-31-300 | 13.05 |
| 06/25/2023 | tools, accessories & other maint/repair supplies account 2162 | 403-22-030-531-90-31-300 | 230.84 |

Inv 6-25-23 2162 Total 270.65

Inv BLD 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | Flashlight | 001-15-034-558-50-31-300 | 7.07 |

Inv BLD 6-23 Total 7.07

61691 Total: 597.38

**ctv - CARMICHAELS TRUE VALUE HARDWARE Total:** 597.38

**cdwg - CDW GOVT INC Line Item Account**
61692 07/13/2023
Inv KJ61064

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | IT: DarkTrace Annual Renewal | 502-11-021-518-88-48-860 | 91,094.85 |

| | | | |
|---|---|---|---|
| Inv KJ61064 Total | | | 91,094.85 |
| 61692 Total: | | | 91,094.85 |
| **cdwg - CDW GOVT INC Total:** | | | 91,094.85 |

**cws - CENTRAL WELDING SUPPLY Line Item Account 001-09-014-522-20-31-912**

61693 07/13/2023

Inv RT 148851

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Gas for cutting | 402-20-040-535-80-31-300 | 563.12 |
| Inv RT 148851 Total | | | 563.12 |
| 61693 Total: | | | 563.12 |
| **cws - CENTRAL WELDING SUPPLY Total:** | | | 563.12 |

**century - CENTURYLINK Line Item Account 511-25-054-518-50-42-000**

61694 07/13/2023

Inv 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | City phones | 502-11-020-518-88-42-000 | 46.78 |
| Inv 6-23 Total | | | 46.78 |

Inv 6-23 2

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | City phones | 502-11-020-518-88-42-000 | 654.60 |
| Inv 6-23 2 Total | | | 654.60 |

Inv 6-23 3

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | City phones | 502-11-020-518-88-42-000 | 89.40 |
| Inv 6-23 3 Total | | | 89.40 |

Inv 6-23 4

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | City phones | 502-11-020-518-88-42-000 | 600.96 |
| Inv 6-23 4 Total | | | 600.96 |

Inv 6-23 5

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | City phones | 502-11-020-518-88-42-000 | 1.35 |
| Inv 6-23 5 Total | | | 1.35 |

Inv 6-23 6

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | City phones | 502-11-020-518-88-42-000 | 202.52 |
| Inv 6-23 6 Total | | | 202.52 |
| 61694 Total: | | | 1,595.61 |
| **century - CENTURYLINK Total:** | | | 1,595.61 |

**cl - CHINOOK LUMBER INC Line Item Account**
61695 07/13/2023
Inv 1938907

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Split rail fence for storm ponds | 403-22-050-531-30-31-300 | 6,707.70 |
| Inv 1938907 Total | | | 6,707.70 |
| 61695 Total: | | | 6,707.70 |
| **cl - CHINOOK LUMBER INC Total:** | | | 6,707.70 |

**cintas - CINTAS Line Item Account 511-25-054-518-50-31-000**
61696 07/13/2023
Inv 5165478111

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | First aid cabinets City Hall, Police and PW | 001-13-000-518-10-31-080 | 1,645.66 |
| Inv 5165478111 Total | | | 1,645.66 |
| 61696 Total: | | | 1,645.66 |
| **cintas - CINTAS Total:** | | | 1,645.66 |

**cos - CITY OF SNOQUALMIE UB Line Item Account**
61697 07/13/2023
Inv UB BILL 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Median Irrigation | 001-16-035-542-70-47-300 | 225.64 |
| 06/30/2023 | Water | 401-18-037-534-81-47-300 | 846.96 |
| 06/30/2023 | Fire | 001-09-014-522-50-47-300 | 806.19 |
| 06/30/2023 | River Walk | 001-13-000-518-20-47-300 | 184.31 |
| 06/30/2023 | Parks | 001-12-028-576-80-47-300 | 39,641.38 |
| 06/30/2023 | Storm Water | 403-22-050-531-30-47-300 | 4,453.83 |
| 06/30/2023 | Streets | 001-16-035-542-30-47-300 | 6,733.69 |
| 06/30/2023 | Police | 001-08-009-521-50-47-300 | 1,052.97 |
| 06/30/2023 | Irrigation | 401-19-039-539-35-47-300 | 309.76 |

| | | | |
|---|---|---|---|
| 06/30/2023 | Central Services | 510-24-053-518-20-47-100 | 6,015.91 |
| 06/30/2023 | WWTP | 402-20-040-535-80-47-300 | 9,164.61 |
| Inv UB BILL 6-23 Total | | | 69,435.25 |
| 61697 Total: | | | 69,435.25 |
| **cos - CITY OF SNOQUALMIE UB Total:** | | | 69,435.25 |

**clarktow - CLARKS TOWING EAST Line Item Account**

61698 07/13/2023

Inv 70230

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/04/2023 | Impound for stolen vehicle - 23S-1826 | 001-08-009-521-22-41-000 | 354.25 |
| Inv 70230 Total | | | 354.25 |
| 61698 Total: | | | 354.25 |
| **clarktow - CLARKS TOWING EAST Total:** | | | 354.25 |

**Contsys - Control Systems NW, LLC Line Item Account**

61699 07/13/2023

Inv 1203

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Purchase of rockwell motor control center for 2nd pump | 417-13-454-594-35-63-000 | 18,124.35 |
| Inv 1203 Total | | | 18,124.35 |
| 61699 Total: | | | 18,124.35 |
| **Contsys - Control Systems NW, LLC Total:** | | | 18,124.35 |

**corppay - Corporate Payment Systems Line Item Account**

61700 07/13/2023

Inv 6-23 FIN

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | New mail keys for City USPS mail box | 001-06-007-514-23-42-300 | 30.00 |
| Inv 6-23 FIN Total | | | 30.00 |

Inv CD 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | PAW Webinar - Jonathan Kessler | 001-14-031-558-60-43-000 | 30.00 |
| 06/23/2023 | CD Lunch with Mayor at Gusaldo - Francesco Restaurant | 001-14-031-558-60-49-100 | 177.70 |
| Inv CD 6-23 Total | | | 207.70 |

Inv DM 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Coffee with council event - councilmember & staff coffee | 001-07-008-557-20-49-100 | 15.45 |
| 06/23/2023 | Coffee with council event - councilmember coffee | 001-07-008-557-20-49-100 | 6.72 |
| 06/23/2023 | Coffee with council event - councilmember coffee | 001-07-008-557-20-49-100 | 6.72 |
| 06/23/2023 | Mailchimp monthly subscription | 001-07-008-557-20-49-200 | 29.40 |

Inv DM 6-23 Total 58.29

Inv Info Tech 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Zoom Subscription - INV207837762 | 502-11-020-518-88-41-030 | 718.42 |
| 06/23/2023 | Web.com domain subscription - 55326338 | 502-11-020-518-88-41-030 | 29.99 |

Inv Info Tech 6-23 Total 748.41

Inv IT 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Paypal PayFlow Subscription - 133979607 | 502-11-020-518-88-41-030 | 19.95 |

Inv IT 6-23 Total 19.95

Inv MB 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | AMS Name Tags | 001-09-014-522-20-31-050 | 65.98 |
| 06/23/2023 | Safeway promotional testing food | 001-09-014-522-45-43-000 | 41.79 |
| 06/23/2023 | AMS Name tags | 001-09-014-522-20-31-050 | 24.56 |
| 06/23/2023 | Amazon AA batteries | 001-09-014-522-10-31-000 | 37.22 |
| 06/23/2023 | Starbucks promotional testing food | 001-09-014-522-45-43-000 | 49.04 |
| 06/23/2023 | AMS Name Tags | 001-09-014-522-20-31-050 | 40.24 |

Inv MB 6-23 Total 258.83

Inv MC 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | QFC Food for LT exam | 001-09-014-522-10-49-100 | 64.95 |
| 06/23/2023 | Shel oil gas for Washington Fire cheifs training | 001-09-014-522-45-43-000 | 67.91 |
| 06/23/2023 | QFC Food for LT exam | 001-09-014-522-10-49-100 | 34.97 |
| 06/23/2023 | Hotel stay for Washington Fire cheif conference | 001-09-014-522-45-43-000 | 335.58 |
| 06/23/2023 | Dialnos coffee | 001-09-014-522-20-31-910 | 310.00 |
| 06/23/2023 | Trupanion Phoebe insurance | 001-10-017-525-60-41-000 | 61.45 |

Inv MC 6-23 Total 874.86

Inv NW 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Big truck day supplies (charged tax separately) | 001-28-065-573-90-31-900 | 51.88 |
| 06/23/2023 | LTAC Hello Summer 425 Leaderboard Ad | 110-26-112-557-30-41-390 | 595.00 |
| 06/23/2023 | Chamber luncheon June - Nicole Wiebe | 001-28-056-571-20-49-100 | 30.00 |
| 06/23/2023 | Chamber luncheon June - Mayor | 001-01-001-513-10-49-100 | 30.00 |
| 06/23/2023 | Riverview park opening | 001-01-001-513-10-49-100 | 115.92 |
| 06/23/2023 | Monster Murals - SQ Days Activity | 012-13-115-573-20-31-910 | 310.00 |

| | | | |
|---|---|---|---|
| Inv NW 6-23 Total | | | 1,132.80 |
| 61700 Total: | | | 3,330.84 |
| **corppay - Corporate Payment Systems Total:** | | | 3,330.84 |

**DESWES - Design West Engineering Line Item Account**

61701 07/13/2023

Inv 23005

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Professional services ending June 23, 2023 | 402-20-019-535-10-41-000 | 1,900.00 |
| Inv 23005 Total | | | 1,900.00 |
| 61701 Total: | | | 1,900.00 |
| **DESWES - Design West Engineering Total:** | | | 1,900.00 |

**ef - Evergreen Ford, Inc. Line Item Account**

61702 07/13/2023

Inv 5194144

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Brake rotor rear PD SUV | 501-23-051-548-68-31-301 | 671.63 |
| Inv 5194144 Total | | | 671.63 |

Inv 5194155

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Brake rotor front PD SUV | 501-23-051-548-68-31-301 | 683.72 |
| Inv 5194155 Total | | | 683.72 |

Inv 5194192

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | Drive shaft front PD SUV | 501-23-051-548-68-31-301 | 181.96 |
| Inv 5194192 Total | | | 181.96 |
| 61702 Total: | | | 1,537.31 |
| **ef - Evergreen Ford, Inc. Total:** | | | 1,537.31 |

**gallsfd - Galls, LLC FD Line Item Account**

61703 07/13/2023

Inv 024712723

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/06/2023 | Jacket, tags and pants | 001-09-014-522-20-31-050 | 1,074.64 |

| | | | |
|---|---|---|---|
| Inv 024712723 Total | | | 1,074.64 |
| 61703 Total: | | | 1,074.64 |
| **gallsfd - Galls, LLC FD Total:** | | | 1,074.64 |

**GENDIGIT - GEN DIGITAL INC Line Item Account**

61704 07/13/2023

Inv COS0018

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Norton Lifelock membership 6/1/23 - 6/30/23 | 001-06-075-518-10-49-200 | 175.23 |
| Inv COS0018 Total | | | 175.23 |
| 61704 Total: | | | 175.23 |
| **GENDIGIT - GEN DIGITAL INC Total:** | | | 175.23 |

**grainger - Grainger Line Item Account**

61705 07/13/2023

Inv 9723082146

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/30/2023 | Batteries for UPS at stations | 402-20-040-535-50-48-000 | 362.74 |
| Inv 9723082146 Total | | | 362.74 |

Inv 9729552290

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/05/2023 | safety equipment staff hydration | 402-20-040-535-80-31-050 | 223.68 |
| Inv 9729552290 Total | | | 223.68 |

Inv 9731593308

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Belts for sanding | 402-20-040-535-80-31-300 | 40.40 |
| Inv 9731593308 Total | | | 40.40 |

Inv 9731593316

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Belts for sanding | 402-20-040-535-80-31-300 | 22.25 |
| Inv 9731593316 Total | | | 22.25 |

Inv 9731593324

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Band saw blades | 402-20-040-535-80-31-300 | 221.73 |

Inv 9731593324 Total 221.73

Inv 9731668217

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Belts for sanding | 402-20-040-535-80-31-300 | 41.97 |

Inv 9731668217 Total 41.97

Inv 9731668225

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Pump repair supplies | 402-20-045-535-65-31-300 | 490.02 |

Inv 9731668225 Total 490.02

Inv 9731668233

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Hydration protective gear for staff | 402-20-040-535-80-31-050 | 111.84 |

Inv 9731668233 Total 111.84

Inv 9732244679

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Supplies to maintain grounds and wash cars | 402-20-040-535-80-31-340 | 344.93 |

Inv 9732244679 Total 344.93

Inv 9732244687

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Sander for rotor shaft on pump | 402-20-040-535-80-35-900 | 367.97 |

Inv 9732244687 Total 367.97

Inv 9732244695

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | safety equipment staff hydration | 402-20-040-535-80-31-050 | 111.84 |

Inv 9732244695 Total 111.84

Inv 9732244703

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | safety equipment staff hydration | 402-20-040-535-80-31-050 | 111.84 |

Inv 9732244703 Total 111.84

Inv 9736915993

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | PW Mens & womens shower refresh | 510-24-053-518-20-31-300 | 516.78 |

Inv 9736915993 Total 516.78

| | | | |
|---|---|---|---|
| 61705 Total: | | | 2,967.99 |
| **grainger - Grainger Total:** | | | 2,967.99 |

**hci - Hach Company, Inc. Line Item Account**

61706 07/13/2023

Inv 13609334

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/06/2023 | Cuvet | 402-20-040-535-85-31-510 | 644.68 |
| Inv 13609334 Total | | | 644.68 |
| 61706 Total: | | | 644.68 |
| **hci - Hach Company, Inc. Total:** | | | 644.68 |

**handyhel - HandyHelpers Line Item Account**

61707 07/13/2023

Inv 912

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | Pole banner installation | 001-14-118-557-30-49-100 | 1,805.64 |
| Inv 912 Total | | | 1,805.64 |
| 61707 Total: | | | 1,805.64 |
| **handyhel - HandyHelpers Total:** | | | 1,805.64 |

**hdfacil - HD Supply Facilities Maint., Ltd Line Item Account 510-24-053-518-20-31-300**

61708 07/13/2023

Inv 9214865252

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/02/2023 | Facility parts & supplies | 510-24-053-518-20-31-300 | 88.94 |
| Inv 9214865252 Total | | | 88.94 |

Inv 9214865253

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/02/2023 | Facility parts & supplies | 510-24-053-518-20-31-300 | 75.26 |
| Inv 9214865253 Total | | | 75.26 |
| 61708 Total: | | | 164.20 |
| **hdfacil - HD Supply Facilities Maint., Ltd Total:** | | | 164.20 |

**thc - Herc Rentals Inc. Line Item Account**

61709 07/13/2023

Inv 31174508-041

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/10/2023 | Lift #1 gen set rental | 501-23-051-548-68-45-100 | 2,776.95 |
| Inv 31174508-041 Total | | | 2,776.95 |

Inv 31175408-043

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/09/2023 | Lift #1 gen set rental June 23 | 501-23-051-548-68-45-100 | 2,776.95 |
| Inv 31175408-043 Total | | | 2,776.95 |

Inv 33622470-002

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/03/2023 | Lift for PLC project | 402-20-040-535-80-45-200 | 1,821.05 |
| Inv 33622470-002 Total | | | 1,821.05 |

61709 Total: 7,374.95

**thc - Herc Rentals Inc. Total:** 7,374.95

**HSI - HSI EMERGENCY CARE SOLUTIONS INC Line Item Account**

61710 07/13/2023

Inv 00-2487609

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/11/2023 | CPR AED Certification | 001-09-014-522-10-49-100 | 387.68 |
| Inv 00-2487609 Total | | | 387.68 |

61710 Total: 387.68

**HSI - HSI EMERGENCY CARE SOLUTIONS INC Total:** 387.68

**ihk - Issaquah Honda Kubota Line Item Account**

61711 07/13/2023

Inv 68586I

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Ear protection new mower | 402-20-040-535-80-31-050 | 158.33 |
| Inv 68586I Total | | | 158.33 |

Inv 73871I

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Mower for kimball and WRF | 402-20-040-535-80-35-900 | 5,220.64 |
| Inv 73871I Total | | | 5,220.64 |

| | | | |
|---|---|---|---|
| 61711 Total: | | | 5,378.97 |
| **ihk - Issaquah Honda Kubota Total:** | | | 5,378.97 |

**UB*03051 - Kairuz, Mark Anthony Line Item Account**

61712 07/13/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/10/2023 | Refund Check | 401-00-000-213-10-00-000 | 184.64 |
| Inv Total | | | 184.64 |
| 61712 Total: | | | 184.64 |
| **UB*03051 - Kairuz, Mark Anthony Total:** | | | 184.64 |

**kcf 710 - King County Finance Line Item Account**

61713 07/13/2023

Inv 126249-126257

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/30/2023 | Street light maintenance | 001-16-035-542-63-48-801 | 3,944.37 |
| Inv 126249-126257 Total | | | 3,944.37 |

Inv 126867-126867

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Traffic signal maintenance | 001-16-035-542-63-48-801 | 595.98 |
| Inv 126867-126867 Total | | | 595.98 |

Inv 35006657

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/14/2023 | County inspection fee | 401-18-037-534-81-48-000 | 528.00 |
| 04/14/2023 | County inspection fee | 402-20-040-535-80-47-501 | 352.00 |
| Inv 35006657 Total | | | 880.00 |

Inv 35006704

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/13/2023 | County inspection fee | 402-20-040-535-80-47-501 | 176.00 |
| 05/13/2023 | County inspection fee | 401-18-037-534-81-48-000 | 176.00 |
| Inv 35006704 Total | | | 352.00 |
| 61713 Total: | | | 5,772.35 |

**kcf 710 - King County Finance Total:** 5,772.35

**LDC - Land Development Consultants, Inc. Line Item Account**

61714 07/13/2023

Inv 31747

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/19/2023 | Snoqualmie comp plan update | 001-14-031-558-60-41-000 | 495.00 |

Inv 31747 Total 495.00

Inv 31915

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | Snoqualmie housing action plan | 001-14-031-558-60-41-000 | 2,565.00 |

Inv 31915 Total 2,565.00

Inv 31919

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | Snoqualmie middle housing project | 001-14-031-558-60-41-000 | 38,469.00 |

Inv 31919 Total 38,469.00

61714 Total: 41,529.00

**LDC - Land Development Consultants, Inc. Total:** 41,529.00

**lls - Language Line Services Line Item Account 001-08-009-521-22-41-000**

61715 07/13/2023

Inv 10999030

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/30/2023 | Spanish interpreter for NB cases | 014-08-012-521-22-41-000 | 40.95 |

Inv 10999030 Total 40.95

61715 Total: 40.95

**lls - Language Line Services Total:** 40.95

**lst - Les Schwab Tires, Inc. Line Item Account 501-23-051-548-68-31-400**

61716 07/13/2023

Inv 3630650115

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Front end alignment PD SUV #107 | 501-23-051-548-68-48-000 | 119.89 |

Inv 3630650115 Total 119.89

61716 Total: 119.89

**lst - Les Schwab Tires, Inc. Total:** 119.89

**lncs - LN Curtis & Sons Line Item Account 001-09-014-522-20-31-050**

61717 07/13/2023

Inv INV711907

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/05/2023 | Folding ladder | 001-09-014-522-50-35-900 | 179.24 |

Inv INV711907 Total 179.24

Inv INV714687

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/14/2023 | Titanium Cross tech jackets | 001-09-014-522-20-31-050 | 7,572.91 |

Inv INV714687 Total 7,572.91

Inv INV715619

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | Radio holder | 001-09-014-522-20-31-910 | 87.57 |

Inv INV715619 Total 87.57

61717 Total: 7,839.72

**lncs - LN Curtis & Sons Total:** 7,839.72

**loudedge - LoudEdge, Inc. Line Item Account 001-07-008-557-20-41-000**

61718 07/13/2023

Inv COS-060122-B

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/01/2023 | Redesign of quarterly newsletter | 001-07-008-557-20-41-060 | 475.00 |
| 06/01/2023 | Water report design | 401-18-037-534-81-49-300 | 295.00 |

Inv COS-060122-B Total 770.00

Inv COS-070123-B

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/01/2023 | Quarterly Newsletter - Q3/July | 001-07-008-557-20-41-060 | 395.00 |

Inv COS-070123-B Total 395.00

61718 Total: 1,165.00

**loudedge - LoudEdge, Inc. Total:** 1,165.00

**lba - Lowe's Business Account Line Item Account**

61719 07/13/2023

Inv 28152

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/15/2023 | Fabrication rebar material | 510-24-053-518-20-31-300 | 376.54 |
| Inv 28152 Total | | | 376.54 |
| 61719 Total: | | | 376.54 |

**lba - Lowe's Business Account Total:** 376.54

**macdmill - Macdonald-Miller Line Item Account**

61720 07/13/2023

Inv svc 263183

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Repair A/C unit | 402-20-040-535-55-48-000 | 1,117.31 |
| Inv svc 263183 Total | | | 1,117.31 |
| 61720 Total: | | | 1,117.31 |

**macdmill - Macdonald-Miller Total:** 1,117.31

**mcmaster - McMaster-Carr Line Item Account**

61721 07/13/2023

Inv 98882610

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/05/2023 | Power supply for PLC project | 402-20-045-535-65-31-300 | 889.01 |
| Inv 98882610 Total | | | 889.01 |

Inv 99059435

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Power supply for PLC project & pump bearing replacment | 402-20-045-535-65-31-300 | 994.74 |
| Inv 99059435 Total | | | 994.74 |

Inv 99272863

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Power supply for PLC project | 402-20-045-535-65-31-300 | 40.05 |
| Inv 99272863 Total | | | 40.05 |
| 61721 Total: | | | 1,923.80 |

**mcmaster - McMaster-Carr Total:** 1,923.80

**mp - Minuteman Press Line Item Account**

61722 07/13/2023

Inv 90925

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Water quality reports (50 copies) | 401-18-037-534-81-49-300 | 88.91 |

Inv 90925 Total 88.91

Inv 90953

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Fold, insert & seal 2023 Q2 B&O tax reports | 001-06-007-514-23-31-000 | 1,519.78 |
| 06/30/2023 | Postage forl 2023 Q2 B&O tax reports | 001-06-007-514-23-42-300 | 1,037.40 |

Inv 90953 Total 2,557.18

61722 Total: 2,646.09

**mp - Minuteman Press Total:** 2,646.09

**monroecc - Monroe Correctional Complex Line Item Account**

61723 07/13/2023

Inv MCC2304.1502

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/19/2023 | Stormpond maintenance | 403-22-050-531-45-48-000 | 484.89 |

Inv MCC2304.1502 Total 484.89

61723 Total: 484.89

**monroecc - Monroe Correctional Complex Total:** 484.89

**navia ap - Navia Benefit Solutions Line Item Account**

61724 07/13/2023

Inv 10720547

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | FSA Admin Fees - June 2023 | 001-13-000-518-10-41-000 | 50.00 |

Inv 10720547 Total 50.00

Inv 10720548

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 501-23-051-548-68-22-300 | 6.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 401-19-019-539-15-22-300 | 0.60 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 014-08-012-521-22-22-300 | 44.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 401-19-039-539-35-22-300 | 6.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 417-13-200-594-35-22-300 | 5.20 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 403-22-030-531-90-22-300 | 8.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-06-075-518-10-22-300 | 7.20 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-09-014-522-20-22-300 | 0.40 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 417-13-200-594-31-22-300 | 2.60 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-16-019-542-90-22-300 | 2.80 |

| | | | |
|---|---|---|---|
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 403-22-019-531-10-22-300 | 1.20 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-08-009-521-21-22-300 | 4.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 401-18-019-534-10-22-300 | 1.40 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 502-11-020-518-88-22-300 | 28.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 310-13-200-595-90-22-300 | 2.92 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-08-009-521-10-22-300 | 15.04 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-01-001-513-10-22-300 | 12.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 510-24-053-518-20-22-300 | 6.10 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-16-035-542-30-22-300 | 6.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-08-009-521-31-22-300 | 4.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-12-019-576-80-22-300 | 0.80 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 401-18-037-534-81-22-300 | 10.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-06-007-514-23-22-300 | 32.80 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 510-24-019-518-20-22-300 | 0.10 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-09-014-522-10-22-300 | 2.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 310-13-200-594-18-22-300 | 2.12 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 417-13-200-594-34-22-300 | 5.20 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 402-20-040-535-80-22-300 | 20.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-15-034-558-50-22-300 | 10.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-04-004-515-31-22-300 | 12.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-07-008-557-20-22-300 | 8.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-28-056-571-20-22-300 | 2.80 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-14-031-558-60-22-300 | 23.20 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-08-009-521-22-22-300 | 39.60 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-05-005-514-20-22-300 | 4.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 501-23-019-548-61-22-300 | 0.40 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 014-08-012-521-10-22-300 | 4.96 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 402-20-019-535-10-22-300 | 1.60 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-10-017-525-60-22-300 | 2.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 310-13-200-594-76-22-300 | 2.96 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 403-22-050-531-30-22-300 | 12.00 |
| 07/07/2023 | HRA Monthly Admin Fees - Jun 2023 | 001-12-028-576-80-22-300 | 20.00 |
| Inv 10720548 Total | | | 380.00 |
| 61724 Total: | | | 430.00 |
| **navia ap - Navia Benefit Solutions Total:** | | | 430.00 |

**orkin - ORKIN Line Item Account**

61725 07/13/2023

Inv 242506757

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/27/2023 | Pest control | 510-24-053-518-20-48-000 | 173.14 |
| Inv 242506757 Total | | | 173.14 |

Inv 243712825

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Rodent control | 510-24-053-518-20-48-000 | 213.43 |
| Inv 243712825 Total | | | 213.43 |

Inv 243712908

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Pest control | 510-24-053-518-20-48-000 | 220.65 |

Inv 243712908 Total 220.65

61725 Total: 607.22

**orkin - ORKIN Total:** 607.22

**otak - Otak, Inc. Line Item Account 130-14-032-558-60-41-080**

61726 07/13/2023

Inv 62300386

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | Professional services 6/2/23 | 310-17-508-595-50-41-000 | 11,462.25 |

Inv 62300386 Total 11,462.25

61726 Total: 11,462.25

**otak - Otak, Inc. Total:** 11,462.25

**pf&sinc - Pacific Fire & Security Inc. Line Item Account**

61727 07/13/2023

Inv 93388

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Fire/burgler alarm repair & monitoring | 510-24-053-518-20-48-000 | 280.96 |

Inv 93388 Total 280.96

Inv 93542

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Fire/burgler alarm repair & monitoring | 510-24-053-518-20-48-000 | 264.63 |

Inv 93542 Total 264.63

Inv 93796

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Fire/burgler alarm repair & monitoring | 510-24-053-518-20-48-000 | 231.96 |

Inv 93796 Total 231.96

Inv 93874

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Fire alarm monitoring | 402-20-040-535-80-41-000 | 109.44 |

Inv 93874 Total 109.44

Inv 94079

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Fire/burgler alarm repair & monitoring | 510-24-053-518-20-48-000 | 231.96 |

Inv 94079 Total 231.96

61727 Total: 1,118.95

**pf&sinc - Pacific Fire & Security Inc. Total:** 1,118.95

**poa-or - Pacific Office Automation (OR) Line Item Account**

61728 07/13/2023

Inv 227461

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | Plotter - part replacment | 502-11-020-518-88-45-200 | 607.66 |

Inv 227461 Total 607.66

Inv 227501

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | Plotter - billable service | 502-11-020-518-88-45-200 | 117.61 |

Inv 227501 Total 117.61

Inv CSQ-0723

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | Copier - Lease | 502-11-020-518-88-45-200 | 1,516.35 |

Inv CSQ-0723 Total 1,516.35

61728 Total: 2,241.62

**poa-or - Pacific Office Automation (OR) Total:** 2,241.62

**paramet - Parametrix Line Item Account**

61729 07/13/2023

Inv 44962

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/17/2023 | Preperation of the WRF mixing zone plan of study work4/29/32 | 402-20-040-535-80-41-040 | 9,574.23 |

Inv 44962 Total 9,574.23

61729 Total: 9,574.23

**paramet - Parametrix Total:** 9,574.23

**Pease - Pease & Sons, Inc Line Item Account**

61730 07/13/2023

Inv 8056-01

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/09/2023 | Kimball Creek lift station improvments const charges - 5/31/23 | 417-13-454-594-35-63-000 | 28,360.83 |
| Inv 8056-01 Total | | | 28,360.83 |
| 61730 Total: | | | 28,360.83 |
| **Pease - Pease & Sons, Inc Total:** | | | 28,360.83 |

**pfm fin - PFM Financial Advisors LLC Line Item Account**

61731 07/13/2023

Inv 125702

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/01/2023 | Quarterly Retainer -Apr. to Jun. 2023 | 001-06-007-514-23-41-090 | 3,000.00 |
| Inv 125702 Total | | | 3,000.00 |
| 61731 Total: | | | 3,000.00 |
| **pfm fin - PFM Financial Advisors LLC Total:** | | | 3,000.00 |

**PSF MECH - PSF MECHANICAL, INC Line Item Account**

61732 07/13/2023

Inv 2864-02

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Fire station boiler replacment const. up to 6/30/2023 | 310-13-701-594-18-63-000 | 14,843.07 |
| Inv 2864-02 Total | | | 14,843.07 |
| 61732 Total: | | | 14,843.07 |
| **PSF MECH - PSF MECHANICAL, INC Total:** | | | 14,843.07 |

**pse - Puget Sound Energy Line Item Account 001-08-009-521-50-47-100**

61733 07/13/2023

Inv 004220 6-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/29/2023 | Electricity | 401-18-037-534-82-47-100 | 7,136.10 |
| 06/29/2023 | Electricity | 401-18-037-534-81-47-100 | 8,763.40 |
| Inv 004220 6-23 Total | | | 15,899.50 |
| 61733 Total: | | | 15,899.50 |

**pse - Puget Sound Energy Total:** 15,899.50

**psrfa - Puget Sound Regional Fire Authority Line Item Account 501-23-051-548-68-48-000**

61734 07/13/2023

Inv 3144

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Fire truck #602 crimson complete engine overhaul | 501-23-051-548-68-48-000 | 103,413.81 |

Inv 3144 Total 103,413.81

61734 Total: 103,413.81

**psrfa - Puget Sound Regional Fire Authority Total:** 103,413.81

**pt - Pumptech LLC Line Item Account**

61735 07/13/2023

Inv 0194738-IN

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/09/2023 | Seal repair | 401-18-037-534-81-48-000 | 798.95 |

Inv 0194738-IN Total 798.95

61735 Total: 798.95

**pt - Pumptech LLC Total:** 798.95

**rebeccad - Rebecca Dean PLLC Line Item Account**

61736 07/13/2023

Inv 1395

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/01/2023 | Miller Investigation/consultation | 001-01-001-513-10-41-000 | 3,034.00 |

Inv 1395 Total 3,034.00

61736 Total: 3,034.00

**rebeccad - Rebecca Dean PLLC Total:** 3,034.00

**rh2 - RH2 Engineering, Inc. Line Item Account**

61737 07/13/2023

Inv 91015

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Lift station 1 FM improvments - Eng. services for replacment gen | 417-13-414-594-35-41-040 | 789.25 |

Inv 91015 Total 789.25

Inv 91017

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | review & respond to early contractor submittals - Kimball Creek | 417-13-454-594-35-41-040 | 1,231.03 |
| 06/13/2023 | prep & issue bid agenda, review & respond to contract/ecology | 417-13-454-594-35-41-060 | 14,260.21 |

Inv 91017 Total 15,491.24

Inv 91130

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | Assistance with automation programming | 402-20-040-535-50-48-000 | 790.53 |

Inv 91130 Total 790.53

Inv 91133

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | Complete draft engineering report submittal to City and Ecology | 417-13-455-594-35-41-060 | 13,666.24 |

Inv 91133 Total 13,666.24

61737 Total: 30,737.26

**rh2 - RH2 Engineering, Inc. Total:** 30,737.26

**roberth - Robert Half Line Item Account**

61738 07/13/2023

Inv 61285509

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | FI: Contract employee - Asker | 502-11-023-594-18-41-190 | 3,600.00 |

Inv 61285509 Total 3,600.00

Inv 62217856

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/29/2023 | FI: Contract employee - Asker | 502-11-023-594-18-41-190 | 2,880.00 |

Inv 62217856 Total 2,880.00

Inv 62244456

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Contractor - Munis ERP week ending 6/30/23 (15.12 Hrs) | 502-11-023-594-18-41-190 | 756.00 |
| 07/06/2023 | Contractor - Gen finance week ending 6/30/23 (22.70 hrs) | 001-06-007-514-23-41-190 | 1,135.00 |

Inv 62244456 Total 1,891.00

61738 Total: 8,371.00

**roberth - Robert Half Total:** 8,371.00

**SKILFAB - Skilfab Industries INC Line Item Account**

61739 07/13/2023

Inv 20069

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/14/2023 | Purchase of custom shroud lft station 1 replacment generator | 417-13-414-594-35-63-000 | 3,415.10 |
| Inv 20069 Total | | | 3,415.10 |
| 61739 Total: | | | 3,415.10 |
| **SKILFAB - Skilfab Industries INC Total:** | | | 3,415.10 |

**auditor - State Auditor's Office Line Item Account 511-25-019-514-23-41-091**

61740 07/13/2023

Inv L155112

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | 2021 Audit services - May | 001-06-007-514-23-41-091 | 2,016.00 |
| Inv L155112 Total | | | 2,016.00 |
| 61740 Total: | | | 2,016.00 |
| **auditor - State Auditor's Office Total:** | | | 2,016.00 |

**steri fd - Stericycle, Inc. (FD) Line Item Account 001-09-014-522-10-41-000**

61741 07/13/2023

Inv 3006497267

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Monthly service | 001-09-014-522-10-41-000 | 10.36 |
| Inv 3006497267 Total | | | 10.36 |
| 61741 Total: | | | 10.36 |
| **steri fd - Stericycle, Inc. (FD) Total:** | | | 10.36 |

**strateg - Strategic Government Resources Line Item Account**

61742 07/13/2023

Inv 2023-106600

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | CA (redo) Ad placments | 001-01-001-513-10-41-000 | 3,449.00 |
| Inv 2023-106600 Total | | | 3,449.00 |
| 61742 Total: | | | 3,449.00 |
| **strateg - Strategic Government Resources Total:** | | | 3,449.00 |

**sunbelt - Sunbelt Rentals, Inc. Line Item Account**

61743 07/13/2023

Inv 140839562-0001

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/15/2023 | Oil mix | 001-12-028-576-80-32-100 | 45.65 |
| Inv 140839562-0001 Total | | | 45.65 |
| 61743 Total: | | | 45.65 |
| **sunbelt - Sunbelt Rentals, Inc. Total:** | | | 45.65 |

**ttd - TETRA TECH, INC. Line Item Account**

61744 07/13/2023

Inv 52088723

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/29/2023 | Professional services ending 5/26/2023 | 417-13-499-594-34-41-060 | 4,736.74 |
| Inv 52088723 Total | | | 4,736.74 |
| 61744 Total: | | | 4,736.74 |
| **ttd - TETRA TECH, INC. Total:** | | | 4,736.74 |

**seatimes - The Seattle Times Line Item Account**

61745 07/13/2023

Inv 56652

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/19/2023 | 2024-2029 STIP - Public Hearing Parks | 001-12-019-576-80-41-390 | 231.92 |
| Inv 56652 Total | | | 231.92 |

Inv 57625

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Seattle times publication | 001-14-032-558-60-41-390 | 71.36 |
| Inv 57625 Total | | | 71.36 |

Inv 58022

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/19/2023 | Ordinance 1277 | 001-05-005-514-20-41-330 | 49.06 |
| Inv 58022 Total | | | 49.06 |
| 61745 Total: | | | 352.34 |

**seatimes - The Seattle Times Total:** 352.34

**sherwill - The Sherwin-Williams Co. Line Item Account**

61746 07/13/2023

Inv 3777-5

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | Aerosol spray paint white | 510-24-053-518-20-31-300 | 17.37 |

Inv 3777-5 Total 17.37

61746 Total: 17.37

**sherwill - The Sherwin-Williams Co. Total:** 17.37

**tsscoinc - Traffic Safety Supply Co., Inc. Line Item Account**

61747 07/13/2023

Inv INV060011

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/08/2023 | Rumble bars | 001-16-035-542-30-31-300 | 3,896.99 |

Inv INV060011 Total 3,896.99

Inv INV060088

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Heat Torch | 001-16-035-542-30-31-300 | 1,106.70 |

Inv INV060088 Total 1,106.70

61747 Total: 5,003.69

**tsscoinc - Traffic Safety Supply Co., Inc. Total:** 5,003.69

**uline - Uline Line Item Account**

61748 07/13/2023

Inv 164193512

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/30/2023 | Supplies to clear King County inspection | 402-20-040-535-80-31-300 | 721.81 |

Inv 164193512 Total 721.81

Inv 164381682

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/02/2023 | New employee tools/ppe | 403-22-050-531-30-35-900 | 955.23 |

Inv 164381682 Total 955.23

61748 Total: 1,677.04

**uline - Uline Total:** 1,677.04

**unitedsi - United Site Services Line Item Account**

61749 07/13/2023

Inv 1734724

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Portable toilet service for DOC operations | 403-22-050-531-45-48-000 | 185.00 |

Inv 1734724 Total 185.00

61749 Total: 185.00

**unitedsi - United Site Services Total:** 185.00

**uli - Unum Life Insurance Line Item Account 001-08-009-521-22-22-400**

61750 07/13/2023

Inv 7/1

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Group Insurance premium | 001-08-009-521-22-22-400 | 141.00 |

Inv 7/1 Total 141.00

61750 Total: 141.00

**uli - Unum Life Insurance Total:** 141.00

**ufs/bart - Urban Forestry Services/Bartlett Consulting Line Item Account**

61751 07/13/2023

Inv 2023-832

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/28/2023 | Soil testing for timbers restoration | 403-22-030-531-90-41-000 | 525.00 |

Inv 2023-832 Total 525.00

61751 Total: 525.00

61752 07/13/2023

Inv 2022-641

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 12/30/2022 | City costs | 001-14-031-558-60-41-080 | 202.50 |
| 12/30/2022 | Plat 24 parcel S22 | 001-14-032-558-60-41-080 | 97.50 |

Inv 2022-641 Total 300.00

Inv 2023-828

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/28/2023 | Plat 24 parcel S22 | 001-14-032-558-60-41-080 | 500.60 |

Inv 2023-828 Total 500.60

Inv 2023-829

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/28/2023 | Plat 25 | 001-14-032-558-60-41-080 | 48.75 |

Inv 2023-829 Total 48.75

Inv 2023-830

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/28/2023 | Plat 27 | 001-14-032-558-60-41-080 | 451.85 |

Inv 2023-830 Total 451.85

Inv 2023-831

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/28/2023 | Plat 28 Parcel S14 | 001-14-032-558-60-41-080 | 549.35 |

Inv 2023-831 Total 549.35

61752 Total: 1,850.55

**usf3 - Urban Forestry Services/Bartlett Consulting Total:** 2,375.55

**uulc - Utilities Underground Location Center Line Item Account**

61753 07/13/2023

Inv 3050230

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Locating notificatons center service | 402-20-040-535-80-41-000 | 110.78 |

Inv 3050230 Total 110.78

61753 Total: 110.78

**uulc - Utilities Underground Location Center Total:** 110.78

**wml - Water Management Laboratories, Inc. Line Item Account**

61754 07/13/2023

Inv 212649

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | June bacteria samples | 401-18-037-534-81-41-000 | 390.00 |

Inv 212649 Total 390.00

61754 Total: 390.00

**wml - Water Management Laboratories, Inc. Total:** 390.00

**wlace - Westlake Ace Hardware Line Item Account**

61755 07/13/2023

Inv 15309122

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | New employee tools & small engine | 403-22-050-531-30-31-300 | 327.71 |

Inv 15309122 Total 327.71

Inv 15309132

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/08/2023 | Shop supplies | 403-22-050-531-30-31-300 | 41.37 |

Inv 15309132 Total 41.37

Inv 15309166

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | Sign supplies | 403-22-050-531-30-31-300 | 109.80 |

Inv 15309166 Total 109.80

Inv 15309211

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | Shop supplies | 403-22-050-531-30-31-300 | 145.24 |

Inv 15309211 Total 145.24

Inv 15309255

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | Pipe cutter head | 001-12-028-576-80-31-300 | 27.24 |

Inv 15309255 Total 27.24

Inv 15309259

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | Lift-off | 001-16-035-542-30-31-300 | 11.98 |

Inv 15309259 Total 11.98

Inv 15309263

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | Concrete mix | 001-16-035-542-30-31-300 | 10.89 |

Inv 15309263 Total 10.89

Inv 15309277

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Hangers for relocating | 402-20-040-535-80-31-300 | 3.66 |

Inv 15309277 Total 3.66

Inv 15309310

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Supplies for relocating to new space | 402-20-040-535-55-31-300 | 688.81 |

Inv 15309310 Total 688.81

61755 Total: 1,366.70

**wlace - Westlake Ace Hardware Total:** 1,366.70

**xylem - Xylem Dewatering Solutions, Inc. Line Item Account**

61756 07/13/2023

Inv 401253492

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/22/2023 | Rent piping for back up pump | 402-20-040-535-80-45-200 | 2,941.93 |

Inv 401253492 Total 2,941.93

61756 Total: 2,941.93

**xylem - Xylem Dewatering Solutions, Inc. Total:** 2,941.93

Total: 615,830.46

# Accounts Payable

## Blanket Voucher Approval Document

#35

User: ITreptow
Printed: 07/20/2023 - 10:56AM
Warrant Request Date: 7/20/2023
DAC Fund:

Batch: 00004.07.2023 - 7-20-23 Check Run

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 888,666.86,
for claims warrants numbered 61757 through 61825 & dated 7/20/23.

| Line | Claimant | Voucher No. | Amount |
|---|---|---|---|
| 1 | ALPINE COACHWORKS INC | 000061760 | 2,000.00 |
| 2 | ABSOLUTE GRAPHIX | 000061757 | 1,050.71 |
| 3 | ACCESS | 000061758 | 11,007.67 |
| 4 | ALL PURPOSE DOOR REPAIR | 000061759 | 511.83 |
| 5 | AM TEST INC | 000061761 | 1,845.00 |
| 6 | AMAZON CAPITAL SERVICES | 000061762 | 332.48 |
| 7 | Puget Sound Energy | 000061803 | 5,000.00 |
| 8 | PulteGroup - 1022 | 000061806 | 50,000.00 |
| 9 | ASCAP | 000061763 | 16.25 |
| 10 | ASPECT CONSULTING LLC | 000061764 | 13,216.50 |
| 11 | CALLAWAY AUTO GLASS INC | 000061766 | 703.49 |
| 12 | CENTURYLINK PD | 000061769 | 1,425.15 |
| 13 | CLARKS TOWING EAST | 000061772 | 354.25 |
| 14 | Complete Office (Fin Acct) | 000061774 | 245.96 |
| 15 | CITY OF BELLEVUE | 000061770 | 4,718.07 |
| 16 | Comcast | 000061773 | 832.36 |
| 17 | CITY OF NORTH BEND | 000061771 | 2,254.00 |
| 18 | CARMICHAELS TRUE VALUE HARDWARE | 000061767 | 48.50 |
| 19 | CENTRAL WELDING SUPPLY | 000061768 | 502.07 |
| 20 | The Driftmier Architects, P.S. | 000061816 | 31,492.35 |
| 21 | Evergreen Ford, Inc. | 000061775 | 1,988.82 |
| 22 | Evoqua Water Technologies LLC | 000061776 | 4,234.03 |
| 23 | Fire Trex | 000061777 | 1,200.00 |
| 24 | Fury Site Works, Inc. | 000061778 | 510,532.54 |
| 25 | Glitteratti Face and Body Art | 000061779 | 540.00 |
| 26 | Grainger | 000061780 | 5,367.05 |
| 27 | Hargis Engineers | 000061782 | 1,425.00 |
| 28 | Hach Company, Inc. | 000061781 | 7,742.57 |
| 29 | Herrera Environmental Consultants Inc | 000061783 | 12,585.73 |
| 30 | Issaquah Honda Kubota | 000061784 | 158.33 |
| 31 | Ivoxy Consulting LLC | 000061785 | 65,704.10 |
| 32 | KING COUNTY RADIO COMM SVCS | 000061787 | 2,932.18 |
| 33 | KING COUNTY DIRECTORS ASSN PURCHASING CO | 000061786 | 807.64 |
| 34 | Lowe's Business Account | 000061790 | 376.54 |
| 35 | Legal Files Software, Inc. | 000061788 | 1,888.00 |
| 36 | LoudEdge, Inc. | 000061789 | 3,135.00 |
| 37 | Madrona Law Group | 000061791 | 14,298.50 |
| 38 | McMaster-Carr | 000061792 | 860.49 |
| 39 | Minuteman Press | 000061793 | 3,992.77 |
| 40 | North Bend Auto Parts, Inc. (Gen.) | 000061794 | 16.32 |
| 41 | Office Depot, Inc. (ODP) | 000061795 | 251.75 |
| | | Page Total: | $767,594.00 |

| Line | Claimant | Voucher No. | Amou |
|---|---|---|---|
| 42 | Ogden Murphy Wallace Attorneys | 000061796 | 15,200.00 |
| 43 | ORKIN | 000061797 | 874.02 |
| 44 | PERTEET ENGINEERING INC | 000061800 | 9,143.43 |
| 45 | Pacific Fire & Security Inc. | 000061798 | 1,110.78 |
| 46 | Public Health - Seattle & King County | 000061801 | 5,243.68 |
| 47 | Pacific Office Automation (OR) | 000061799 | 1,522.42 |
| 48 | Puget Sound Energy | 000061804 | 5,981.40 |
| 49 | Public Safety Psychological Services | 000061802 | 450.00 |
| 50 | Puget Sound Regional Fire Authority | 000061805 | 5,968.02 |
| 51 | RH2 Engineering, Inc. | 000061807 | 521.98 |
| 52 | Robert Half | 000061808 | 5,151.50 |
| 53 | Bardiau,Shane | 000061765 | 5,000.00 |
| 54 | SHI International Corp | 000061809 | 1,930.31 |
| 55 | Snoqualmie Valley School Dist. #410 | 000061810 | 17,238.68 |
| 56 | Stave Law Office, PLLC | 000061811 | 400.00 |
| 57 | Stonebraker,Kim | 000061812 | 90.25 |
| 58 | Summit Law Group | 000061813 | 10,393.98 |
| 59 | Systems Design West, LLC | 000061814 | 20,824.57 |
| 60 | Tenelco Inc. | 000061815 | 4,746.74 |
| 61 | THE SHERWIN WILLIAMS CO | 000061817 | 17.37 |
| 62 | Transportation Solutions, Inc. | 000061819 | 2,229.75 |
| 63 | Traffic Signs, Inc. | 000061818 | 135.88 |
| 64 | Urban Forestry Services/Bartlett Consulting | 000061821 | 1,634.95 |
| 65 | Uline | 000061820 | 1,163.43 |
| 66 | US Department of the Treasury | 000061822 | 246.00 |
| 67 | Verizon Wireless (Central Srvcs.) | 000061823 | 441.13 |
| 68 | Westlake Ace Hardware | 000061824 | 470.66 |
| 69 | Xylem Dewatering Solutions, Inc. | 000061825 | 2,941.93 |
| | | Page Total: | $121,072.86 |
| | | Grand Total: | $888,666.86 |

# Accounts Payable

## Check Detail

User: ITreptow
Printed: 07/20/2023 - 11:01AM

| Check Number | Check Date | | | Amount |
|---|---|---|---|---|
| **ag - ABSOLUTE GRAPHIX Line Item Account** | | | | |
| 61757 | 07/20/2023 | | | |
| Inv 623473 | | | | |
| Line Item Date | Line Item Description | | Line Item Account | |
| 06/27/2023 | FF T-shirts | | 001-09-014-522-20-31-050 | 1,050.71 |
| Inv 623473 Total | | | | 1,050.71 |
| 61757 Total: | | | | 1,050.71 |
| **ag - ABSOLUTE GRAPHIX Total:** | | | | 1,050.71 |
| **aim - ACCESS Line Item Account** | | | | |
| 61758 | 07/20/2023 | | | |
| Inv 10347849 | | | | |
| Line Item Date | Line Item Description | | Line Item Account | |
| 06/30/2023 | Archives storage July 2023 | | 001-05-005-514-20-41-000 | 373.91 |
| Inv 10347849 Total | | | | 373.91 |
| Inv 10355797 | | | | |
| Line Item Date | Line Item Description | | Line Item Account | |
| 07/03/2023 | Archives storage - Account Closure Case #03692262 | | 001-05-005-514-20-41-000 | 10,633.76 |
| Inv 10355797 Total | | | | 10,633.76 |
| 61758 Total: | | | | 11,007.67 |
| **aim - ACCESS Total:** | | | | 11,007.67 |
| **allpurp - ALL PURPOSE DOOR REPAIR Line Item Account** | | | | |
| 61759 | 07/20/2023 | | | |
| Inv 29419 | | | | |
| Line Item Date | Line Item Description | | Line Item Account | |
| 06/13/2023 | Door and hardware repair and service | | 510-24-053-518-20-48-000 | 511.83 |
| Inv 29419 Total | | | | 511.83 |
| 61759 Total: | | | | 511.83 |

**allpurp - ALL PURPOSE DOOR REPAIR Total:** 511.83

**aci 1 - ALPINE COACHWORKS INC Line Item Account**

61760 07/20/2023

Inv 11935

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | Fleet - repair Veh #304 - deductable | 001-05-006-518-90-48-940 | 1,000.00 |

Inv 11935 Total 1,000.00

Inv 11938

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | Fleet - repair Veh #303 - deductable | 001-05-006-518-90-48-940 | 1,000.00 |

Inv 11938 Total 1,000.00

61760 Total: 2,000.00

**aci 1 - ALPINE COACHWORKS INC Total:** 2,000.00

**am test - AM TEST INC Line Item Account 402-20-040-535-85-41-000**

61761 07/20/2023

Inv 134249

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | 3rd party lab | 402-20-040-535-85-41-000 | 1,845.00 |

Inv 134249 Total 1,845.00

61761 Total: 1,845.00

**am test - AM TEST INC Total:** 1,845.00

**amzoncap - AMAZON CAPITAL SERVICES Line Item Account**

61762 07/20/2023

Inv 14QD-HGH7-QLTF

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | Electronic hearing protector - gel cushions | 401-18-019-534-10-31-820 | 171.48 |

Inv 14QD-HGH7-QLTF Total 171.48

Inv 1FRG-4YYQ-7MLX

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | Shared general office supplies | 001-16-035-542-30-31-000 | 6.00 |
| 07/11/2023 | Shared general office supplies | 401-18-037-534-81-31-000 | 5.92 |

Inv 1FRG-4YYQ-7MLX Total 11.92

Inv 1J4J-L71C-FTMQ

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/18/2023 | IT: NetApp Ext. data cables | 502-11-021-518-88-48-860 | 339.91 |

Inv 1J4J-L71C-FTMQ Total 339.91

Inv 1J77-FQ77-3FQD

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | Replacment battery | 001-09-014-522-10-31-000 | 35.52 |

Inv 1J77-FQ77-3FQD Total 35.52

Inv 1RPR-W4NJ-RJWQ

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 03/27/2023 | Seagate Exos X16 internal hard drive | 502-11-021-518-88-48-860 | -315.80 |

Inv 1RPR-W4NJ-RJWQ Total -315.80

Inv 1X9V-6W1W-7NKV

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | IT: NetApp Ext. data cables | 502-11-021-518-88-48-860 | 89.45 |

Inv 1X9V-6W1W-7NKV Total 89.45

61762 Total: 332.48

**amzoncap - AMAZON CAPITAL SERVICES Total:** 332.48

**ascap - ASCAP Line Item Account**

61763 07/20/2023

Inv 6-20-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | Movies & Music in the park event | 001-28-061-573-20-41-000 | 16.25 |

Inv 6-20-23 Total 16.25

61763 Total: 16.25

**ascap - ASCAP Total:** 16.25

**aspect - ASPECT CONSULTING LLC Line Item Account**

61764 07/20/2023

Inv 52103

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/10/2023 | For soil testing @ Williams addition - June 2023 | 417-13-499-594-34-41-060 | 13,216.50 |

Inv 52103 Total 13,216.50

| | | | |
|---|---|---|---|
| 61764 Total: | | | 13,216.50 |
| **aspect - ASPECT CONSULTING LLC Total:** | | | 13,216.50 |

**ShaneB - Bardiau, Shane Line Item Account**

61765 07/20/2023

Inv ARPA 7-23 S.Bar

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/12/2023 | ARPA Recipient ($5,000 for tenant/resident Thomas Wolfe 9505 Ha | 150-13-132-565-10-49-462 | 5,000.00 |
| Inv ARPA 7-23 S.Bar Total | | | 5,000.00 |
| 61765 Total: | | | 5,000.00 |
| **ShaneB - Bardiau, Shane Total:** | | | 5,000.00 |

**callaway - CALLAWAY AUTO GLASS INC Line Item Account**

61766 07/20/2023

Inv 13282

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Vehicle & equip wimdshield repair/replacment | 501-23-051-548-68-48-000 | 703.49 |
| Inv 13282 Total | | | 703.49 |
| 61766 Total: | | | 703.49 |
| **callaway - CALLAWAY AUTO GLASS INC Total:** | | | 703.49 |

**ctv - CARMICHAELS TRUE VALUE HARDWARE Line Item Account**

61767 07/20/2023

Inv 6252023

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | Wipes, Fab sheets, tie down | 001-09-014-522-20-31-910 | 48.50 |
| Inv 6252023 Total | | | 48.50 |
| 61767 Total: | | | 48.50 |
| **ctv - CARMICHAELS TRUE VALUE HARDWARE Total:** | | | 48.50 |

**cws - CENTRAL WELDING SUPPLY Line Item Account 001-09-014-522-20-31-912**

61768 07/20/2023

Inv RT 148912

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | gas for welding and cutting | 402-20-040-535-80-31-300 | 502.07 |

| | | | |
|---|---|---|---|
| Inv RT 148912 Total | | | 502.07 |
| 61768 Total: | | | 502.07 |
| **cws - CENTRAL WELDING SUPPLY Total:** | | | 502.07 |
| **CENLINK - CENTURYLINK PD Line Item Account** | | | |
| 61769 | 07/20/2023 | | |
| Inv 6-20-23 PD | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/20/2023 | PD Land Lines | 502-11-020-518-88-42-000 | 1,425.15 |
| Inv 6-20-23 PD Total | | | 1,425.15 |
| 61769 Total: | | | 1,425.15 |
| **CENLINK - CENTURYLINK PD Total:** | | | 1,425.15 |
| **cob - CITY OF BELLEVUE Line Item Account** | | | |
| 61770 | 07/20/2023 | | |
| Inv 45787 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 05/30/2023 | MBP Q2 Subscription 2023 | 502-11-027-518-88-49-900 | 4,718.07 |
| Inv 45787 Total | | | 4,718.07 |
| 61770 Total: | | | 4,718.07 |
| **cob - CITY OF BELLEVUE Total:** | | | 4,718.07 |
| **conb - CITY OF NORTH BEND Line Item Account** | | | |
| 61771 | 07/20/2023 | | |
| Inv 7-11-23 | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 07/11/2023 | EMPG Grant for barricades | 001-10-017-525-60-35-900 | 2,254.00 |
| Inv 7-11-23 Total | | | 2,254.00 |
| 61771 Total: | | | 2,254.00 |
| **conb - CITY OF NORTH BEND Total:** | | | 2,254.00 |
| **clarktow - CLARKS TOWING EAST Line Item Account** | | | |
| 61772 | 07/20/2023 | | |
| Inv 70483 | | | |
| Line Item Date | Line Item Description | Line Item Account | |

| | | | |
|---|---|---|---|
| 06/30/2023 | Evidence impound- 23N-2009 | 014-08-012-521-22-41-000 | 354.25 |
| Inv 70483 Total | | | 354.25 |
| 61772 Total: | | | 354.25 |
| **clarktow - CLARKS TOWING EAST Total:** | | | 354.25 |

**comcast - Comcast Line Item Account 511-25-054-518-50-42-000**

61773 07/20/2023

Inv 0559927 10-22

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 10/11/2022 | IT: Secondary internet service | 502-11-020-518-88-42-200 | 411.18 |
| Inv 0559927 10-22 Total | | | 411.18 |

Inv 0559927 2-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 02/11/2023 | IT: Secondary internet service | 502-11-020-518-88-42-200 | 421.18 |
| Inv 0559927 2-23 Total | | | 421.18 |
| 61773 Total: | | | 832.36 |
| **comcast - Comcast Total:** | | | 832.36 |

**co - Complete Office (Fin Acct) Line Item Account**

61774 07/20/2023

Inv 2223877-0

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Paper towels, RCP bags (small waxed paper bags) | 510-24-053-518-20-31-340 | 245.96 |
| Inv 2223877-0 Total | | | 245.96 |
| 61774 Total: | | | 245.96 |
| **co - Complete Office (Fin Acct) Total:** | | | 245.96 |

**ef - Evergreen Ford, Inc. Line Item Account**

61775 07/20/2023

Inv 5194673

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | Ignition keys non-pats | 501-23-051-548-68-31-301 | 131.90 |
| Inv 5194673 Total | | | 131.90 |

Inv 6283152

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Engine misfire code repair | 501-23-051-548-68-48-000 | 1,856.92 |
| Inv 6283152 Total | | | 1,856.92 |
| 61775 Total: | | | 1,988.82 |
| **ef - Evergreen Ford, Inc. Total:** | | | 1,988.82 |

**evoqua - Evoqua Water Technologies LLC Line Item Account**

61776 07/20/2023

Inv 905935320

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/19/2023 | Odor control and corrosion inhibitor | 402-20-045-535-60-31-500 | 4,234.03 |
| Inv 905935320 Total | | | 4,234.03 |
| 61776 Total: | | | 4,234.03 |
| **evoqua - Evoqua Water Technologies LLC Total:** | | | 4,234.03 |

**firetrex - Fire Trex Line Item Account**

61777 07/20/2023

Inv 454

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/06/2023 | Monthly hosting fee for fire | 001-09-014-522-10-41-000 | 1,200.00 |
| Inv 454 Total | | | 1,200.00 |
| 61777 Total: | | | 1,200.00 |
| **firetrex - Fire Trex Total:** | | | 1,200.00 |

**furysite - Fury Site Works, Inc. Line Item Account**

61778 07/20/2023

Inv 1

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/10/2023 | Construction of Williams Addition water main - 6/23 | 417-13-499-594-34-41-060 | 510,532.54 |
| Inv 1 Total | | | 510,532.54 |
| 61778 Total: | | | 510,532.54 |
| **furysite - Fury Site Works, Inc. Total:** | | | 510,532.54 |

**Glitt - Glitteratti Face and Body Art Line Item Account**

61779 07/20/2023

Inv 08012302

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Airbrush Artist - Natl Night out event | 001-08-009-521-10-49-100 | 540.00 |

Inv 08012302 Total 540.00

61779 Total: 540.00

**Glitt - Glitteratti Face and Body Art Total:** 540.00

**grainger - Grainger Line Item Account**

61780 07/20/2023

Inv 9558194818

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 12/29/2022 | Police sally port heater | 510-24-053-518-20-31-300 | 684.25 |

Inv 9558194818 Total 684.25

Inv 9687911116

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/26/2023 | Electrical cover council chmabers | 510-24-053-518-20-31-300 | 315.78 |

Inv 9687911116 Total 315.78

Inv 9749536562

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Sander for tubing repair | 402-20-040-535-80-35-900 | 1,654.17 |

Inv 9749536562 Total 1,654.17

Inv 9753669259

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | Moving from WRF Operations to solids handling | 402-20-040-535-80-31-340 | 895.19 |

Inv 9753669259 Total 895.19

Inv 9753972638

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | Moving from WRF Operations to solids handling | 402-20-040-535-80-31-340 | 751.52 |

Inv 9753972638 Total 751.52

Inv 9754921998

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Moving from WRF Operations to solids handling | 402-20-040-535-80-31-340 | 487.16 |

Inv 9754921998 Total 487.16

Inv 9755162899

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Moving from WRF Operations to solids handling | 402-20-040-535-80-31-340 | 122.21 |

Inv 9755162899 Total 122.21

Inv 9755162907

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Moving from WRF Operations to solids handling | 402-20-040-535-80-31-340 | 280.05 |

Inv 9755162907 Total 280.05

Inv 9755606481

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Moving from WRF Operations to solids handling | 402-20-040-535-80-31-340 | 176.72 |

Inv 9755606481 Total 176.72

61780 Total: 5,367.05

**grainger - Grainger Total:** 5,367.05

**hci - Hach Company, Inc. Line Item Account**

61781 07/20/2023

Inv 13625355

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | Calibration of equipment | 402-20-040-535-80-48-000 | 5,902.66 |

Inv 13625355 Total 5,902.66

Inv 13626655

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | Power supply for SC1000 | 402-20-040-535-85-31-300 | 1,839.91 |

Inv 13626655 Total 1,839.91

61781 Total: 7,742.57

**hci - Hach Company, Inc. Total:** 7,742.57

**hargis - Hargis Engineers Line Item Account**

61782 07/20/2023

Inv 176453

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | Fo rbillin gperiod 5/14/23 - 6/10/23 | 310-13-701-594-18-41-060 | 1,425.00 |

Inv 176453 Total 1,425.00

| | | | |
|---|---|---|---|
| 61782 Total: | | | 1,425.00 |
| **hargis - Hargis Engineers Total:** | | | 1,425.00 |

**herrera - Herrera Environmental Consultants Inc Line Item Account 130-14-032-558-60-41-080**

61783 07/20/2023

Inv 53340

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/10/2023 | Professional services from 2/25/23 - 3/31/23 | 403-22-050-531-45-41-040 | 12,585.73 |
| Inv 53340 Total | | | 12,585.73 |
| 61783 Total: | | | 12,585.73 |
| **herrera - Herrera Environmental Consultants Inc Total:** | | | 12,585.73 |

**ihk - Issaquah Honda Kubota Line Item Account**

61784 07/20/2023

Inv 68686I

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Hearing protection new mower | 402-20-040-535-80-31-050 | 158.33 |
| Inv 68686I Total | | | 158.33 |
| 61784 Total: | | | 158.33 |
| **ihk - Issaquah Honda Kubota Total:** | | | 158.33 |

**ivoxy - Ivoxy Consulting LLC Line Item Account**

61785 07/20/2023

Inv TYLWQ1705

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | IT: Network storage replacment | 502-11-021-518-88-48-860 | 32,852.05 |
| Inv TYLWQ1705 Total | | | 32,852.05 |

Inv TYLWQ1707

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/02/2023 | IT: Network storage replacment | 502-11-021-518-88-48-860 | 32,852.05 |
| Inv TYLWQ1707 Total | | | 32,852.05 |
| 61785 Total: | | | 65,704.10 |
| **ivoxy - Ivoxy Consulting LLC Total:** | | | 65,704.10 |

**kcda - KING COUNTY DIRECTORS ASSN PURCHASING COOP Line Item Account 511-25-054-518-50-31-000**

61786 07/20/2023

Inv 300723615

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Purchase cooperative building, janitorial and office supplies | 510-24-053-518-20-31-300 | 807.64 |
| Inv 300723615 Total | | | 807.64 |
| 61786 Total: | | | 807.64 |
| **kcda - KING COUNTY DIRECTORS ASSN PURCHASING COOP Total:** | | | 807.64 |

**kc radio - KING COUNTY RADIO COMM SVCS Line Item Account 001-08-009-521-50-48-000**

61787 07/20/2023

Inv 19841

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Officer portable radios - June | 014-08-012-521-50-42-100 | 1,466.09 |
| 06/26/2023 | Officer portable radios - June | 001-08-009-521-50-42-100 | 1,466.09 |
| Inv 19841 Total | | | 2,932.18 |
| 61787 Total: | | | 2,932.18 |
| **kc radio - KING COUNTY RADIO COMM SVCS Total:** | | | 2,932.18 |

**legal fi - Legal Files Software, Inc. Line Item Account**

61788 07/20/2023

Inv 14733

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/03/2023 | City Attorney's office legal software | 001-04-004-515-31-49-200 | 1,888.00 |
| Inv 14733 Total | | | 1,888.00 |
| 61788 Total: | | | 1,888.00 |
| **legal fi - Legal Files Software, Inc. Total:** | | | 1,888.00 |

**loudedge - LoudEdge, Inc. Line Item Account 001-07-008-557-20-41-000**

61789 07/20/2023

Inv COS-040122A

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/01/2023 | Misc events design - March events | 001-28-065-573-90-49-300 | 565.00 |
| Inv COS-040122A Total | | | 565.00 |

Inv COS070123A

| Line Item Date | Line Item Description | Line Item Account |
|---|---|---|

| | | | |
|---|---|---|---|
| 07/01/2023 | Movies & music design | 001-28-061-573-20-41-390 | 525.00 |
| 07/01/2023 | Shop, ship, support campaign - events | 001-28-056-571-20-41-000 | 750.00 |
| 07/01/2023 | Shop, ship, support campaign -Communications | 001-07-008-557-20-41-000 | 750.00 |
| 07/01/2023 | Plein Air 2023- Arts | 012-13-115-573-20-41-390 | 545.00 |
| Inv COS070123A Total | | | 2,570.00 |
| 61789 Total: | | | 3,135.00 |
| **loudedge - LoudEdge, Inc. Total:** | | | 3,135.00 |

**lba - Lowe's Business Account Line Item Account**

61790 07/20/2023

Inv 95843649

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/15/2023 | Fabrication rebar material | 510-24-053-518-20-31-300 | 376.54 |
| Inv 95843649 Total | | | 376.54 |
| 61790 Total: | | | 376.54 |
| **lba - Lowe's Business Account Total:** | | | 376.54 |

**madrona - Madrona Law Group Line Item Account**

61791 07/20/2023

Inv 12047

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Various matters | 001-04-004-515-41-41-100 | 14,298.50 |
| Inv 12047 Total | | | 14,298.50 |
| 61791 Total: | | | 14,298.50 |
| **madrona - Madrona Law Group Total:** | | | 14,298.50 |

**mcmaster - McMaster-Carr Line Item Account**

61792 07/20/2023

Inv 10217509

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Relocating waste water staff from WRF OPS to WRF solids | 402-20-040-535-55-31-300 | 860.49 |
| Inv 10217509 Total | | | 860.49 |
| 61792 Total: | | | 860.49 |
| **mcmaster - McMaster-Carr Total:** | | | 860.49 |

**mp - Minuteman Press Line Item Account**

61793 07/20/2023

Inv 90947

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Plein Air Printing Postcards | 012-13-115-573-20-41-000 | 215.09 |
| Inv 90947 Total | | | 215.09 |

Inv 90991

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/10/2023 | June 2023 Utility billing/folding, Envelopes | 401-18-037-534-81-31-000 | 243.49 |
| 07/10/2023 | June 2023 Utility billing/folding, Envelopes | 403-22-050-531-30-31-000 | 243.49 |
| 07/10/2023 | June 2023 Utility billing/folding, Envelopes | 402-20-040-535-80-49-300 | 347.61 |
| 07/10/2023 | June 2023 Utility billing/folding, Envelopes | 401-18-037-534-81-49-300 | 347.61 |
| 07/10/2023 | June 2023 Utility billing/folding, Envelopes | 402-20-040-535-80-31-000 | 243.49 |
| 07/10/2023 | June 2023 Utility billing/folding, Envelopes | 403-22-050-531-30-49-300 | 347.62 |
| Inv 90991 Total | | | 1,773.31 |

Inv 90992

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/10/2023 | July newsletter inster (Q3) | 001-07-008-557-20-49-300 | 2,004.37 |
| Inv 90992 Total | | | 2,004.37 |

61793 Total: 3,992.77

**mp - Minuteman Press Total:** 3,992.77

**nb autog - North Bend Auto Parts, Inc. (Gen.) Line Item Account**

61794 07/20/2023

Inv 995282

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Vehicle Cleaning Wipes | 001-08-009-521-50-35-900 | 16.32 |
| Inv 995282 Total | | | 16.32 |

61794 Total: 16.32

**nb autog - North Bend Auto Parts, Inc. (Gen.) Total:** 16.32

**OD 32559 - Office Depot, Inc. (ODP) Line Item Account**

61795 07/20/2023

Inv 320229541001

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Relocating wastewater staff fom WRF OPS to WRF solids breakroo | 402-20-040-535-80-31-340 | 251.75 |
| Inv 320229541001 Total | | | 251.75 |

| | |
|---|---|
| 61795 Total: | 251.75 |
| **OD 32559 - Office Depot, Inc. (ODP) Total:** | 251.75 |

**ogdenmw - Ogden Murphy Wallace Attorneys Line Item Account**

61796 07/20/2023

Inv 876967

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | C.A. Carey Appeal | 001-04-004-515-41-41-102 | 15,200.00 |
| Inv 876967 Total | | | 15,200.00 |
| 61796 Total: | | | 15,200.00 |
| **ogdenmw - Ogden Murphy Wallace Attorneys Total:** | | | 15,200.00 |

**orkin - ORKIN Line Item Account**

61797 07/20/2023

Inv 245186874

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/19/2023 | Rodent control | 402-20-040-535-80-48-200 | 213.43 |
| Inv 245186874 Total | | | 213.43 |

Inv 245186888

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | Pest control | 510-24-053-518-20-48-000 | 285.31 |
| Inv 245186888 Total | | | 285.31 |

Inv 245186889

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Pest control | 510-24-053-518-20-48-000 | 154.63 |
| Inv 245186889 Total | | | 154.63 |

Inv 245186891

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/17/2023 | Pest control | 510-24-053-518-20-48-000 | 220.65 |
| Inv 245186891 Total | | | 220.65 |
| 61797 Total: | | | 874.02 |
| **orkin - ORKIN Total:** | | | 874.02 |

**pf&sinc - Pacific Fire & Security Inc. Line Item Account**

61798 07/20/2023

Inv 94499

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Fire/burglar alarm repair & monitoring | 510-24-053-518-20-31-300 | 1,110.78 |

Inv 94499 Total 1,110.78

61798 Total: 1,110.78

**pf&sinc - Pacific Fire & Security Inc. Total:** 1,110.78

**poa-or - Pacific Office Automation (OR) Line Item Account**

61799 07/20/2023

Inv 181587

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | New copier lease - WW | 502-11-020-518-88-45-200 | 1,522.42 |

Inv 181587 Total 1,522.42

61799 Total: 1,522.42

**poa-or - Pacific Office Automation (OR) Total:** 1,522.42

**pei - PERTEET ENGINEERING INC Line Item Account**

61800 07/20/2023

Inv 0023042.000-229

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | NWRWM | 001-14-032-558-60-41-040 | 1,765.00 |
| 06/07/2023 | Ridgepoint at Parcel S14 | 001-14-032-558-60-41-040 | 3,451.15 |

Inv 0023042.000-229 Total 5,216.15

Inv 20110015.00-142

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Ridgepoint at Parcel S14 | 001-14-032-558-60-41-040 | 3,927.28 |

Inv 20110015.00-142 Total 3,927.28

61800 Total: 9,143.43

**pei - PERTEET ENGINEERING INC Total:** 9,143.43

**ph-s&kc - Public Health - Seattle & King County Line Item Account**

61801 07/20/2023

Inv Q2-2023

| Line Item Date | Line Item Description | Line Item Account |
|---|---|---|

| | | | |
|---|---|---|---|
| 07/01/2023 | Funding hazardaous waste program for KC | 402-20-040-535-80-31-300 | 5,243.68 |
| Inv Q2-2023 Total | | | 5,243.68 |
| 61801 Total: | | | 5,243.68 |
| **ph-s&kc - Public Health - Seattle & King County Total:** | | | 5,243.68 |

**psps - Public Safety Psychological Services Line Item Account**

61802 07/20/2023

Inv 3513

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Post Psych exam for M. Sanchez | 001-08-009-521-10-41-000 | 450.00 |
| Inv 3513 Total | | | 450.00 |
| 61802 Total: | | | 450.00 |
| **psps - Public Safety Psychological Services Total:** | | | 450.00 |

**AR-Puge - Puget Sound Energy Line Item Account**

61803 07/20/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | AR Refund | 001-00-000-213-10-00-000 | 5,000.00 |
| Inv Total | | | 5,000.00 |
| 61803 Total: | | | 5,000.00 |

61804 07/20/2023

Inv PSE 001499 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Electricity-Street Lighting | 001-16-035-542-63-47-100 | 1,134.13 |
| Inv PSE 001499 7-23 Total | | | 1,134.13 |

Inv PSE 03789 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Electricity | 401-18-037-534-81-47-100 | 15.67 |
| Inv PSE 03789 7-23 Total | | | 15.67 |

Inv PSE 103385 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 401-19-039-539-35-47-100 | 11.84 |
| Inv PSE 103385 7-23 Total | | | 11.84 |

Inv PSE 133972 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 510-24-053-518-20-47-100 | 870.26 |

Inv PSE 133972 7-23 Total 870.26

Inv PSE 198066 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 510-24-053-518-20-47-100 | 66.20 |

Inv PSE 198066 7-23 Total 66.20

Inv PSE 198082 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 510-24-053-518-20-47-100 | 26.33 |

Inv PSE 198082 7-23 Total 26.33

Inv PSE 241392 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 402-20-045-535-65-47-100 | 94.76 |

Inv PSE 241392 7-23 Total 94.76

Inv PSE 241418 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 402-20-045-535-65-47-100 | 75.21 |

Inv PSE 241418 7-23 Total 75.21

Inv PSE 400820 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 510-24-053-518-20-47-100 | 11.34 |

Inv PSE 400820 7-23 Total 11.34

Inv PSE 431306 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Electricity- Street lighting | 001-16-035-542-63-47-100 | 20.55 |

Inv PSE 431306 7-23 Total 20.55

Inv PSE 436232 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 401-19-039-539-35-47-100 | 587.91 |

Inv PSE 436232 7-23 Total 587.91

Inv PSE 456550 7-23

| Line Item Date | Line Item Description | Line Item Account |
|---|---|---|

| | | | |
|---|---|---|---|
| 07/05/2023 | Electricity- Street Lighting | 001-16-035-542-63-47-100 | 12.07 |
| Inv PSE 456550 7-23 Total | | | 12.07 |

Inv PSE 549936 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 510-24-053-518-20-47-100 | 31.87 |
| Inv PSE 549936 7-23 Total | | | 31.87 |

Inv PSE 577403 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity - Strett Lighting | 001-16-035-542-63-47-100 | 14.02 |
| Inv PSE 577403 7-23 Total | | | 14.02 |

Inv PSE 577445 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity - Street Lighting | 001-16-035-542-63-47-100 | 13.29 |
| Inv PSE 577445 7-23 Total | | | 13.29 |

Inv PSE 617464 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity - Street Lighting | 001-16-035-542-63-47-100 | 100.50 |
| Inv PSE 617464 7-23 Total | | | 100.50 |

Inv PSE 639966 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity - Street Lighting | 001-16-035-542-63-47-100 | 1,502.57 |
| Inv PSE 639966 7-23 Total | | | 1,502.57 |

Inv PSE 742043 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity - Street Lighting | 001-16-035-542-63-47-100 | 29.28 |
| Inv PSE 742043 7-23 Total | | | 29.28 |

Inv PSE 780111 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity - Street Lighting | 001-16-035-542-63-47-100 | 42.58 |
| Inv PSE 780111 7-23 Total | | | 42.58 |

Inv PSE 780137 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity - Street Lighting | 001-16-035-542-63-47-100 | 12.13 |
| Inv PSE 780137 7-23 Total | | | 12.13 |

Inv PSE 794782 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 401-19-039-539-35-47-100 | 12.68 |

Inv PSE 794782 7-23 Total 12.68

Inv PSE 885592 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity | 510-24-053-518-20-47-100 | 1,296.21 |

Inv PSE 885592 7-23 Total 1,296.21

61804 Total: 5,981.40

**pse - Puget Sound Energy Total:** 10,981.40

**psrfa - Puget Sound Regional Fire Authority Line Item Account 501-23-051-548-68-48-000**

61805 07/20/2023

Inv 3178

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/01/2023 | Fire Apparatus repair and service | 501-23-051-548-68-48-000 | 5,968.02 |

Inv 3178 Total 5,968.02

61805 Total: 5,968.02

**psrfa - Puget Sound Regional Fire Authority Total:** 5,968.02

**AR-Pult - PulteGroup - 1022 Line Item Account**

61806 07/20/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | AR Refund | 001-00-000-213-10-00-000 | 50,000.00 |

Inv Total 50,000.00

61806 Total: 50,000.00

**AR-Pult - PulteGroup - 1022 Total:** 50,000.00

**rh2 - RH2 Engineering, Inc. Line Item Account**

61807 07/20/2023

Inv 91527

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Lift Station 1 FM improvments- Eng services for a back up gen | 417-13-414-594-35-41-040 | 521.98 |

Inv 91527 Total 521.98

| | | | |
|---|---|---|---|
| 61807 Total: | | | 521.98 |
| **rh2 - RH2 Engineering, Inc. Total:** | | | 521.98 |

**roberth - Robert Half Line Item Account**

61808 07/20/2023

Inv 62240962

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | FI: Contract Employee - Asker | 502-11-023-594-18-41-190 | 3,600.00 |
| Inv 62240962 Total | | | 3,600.00 |

Inv 62253884

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/10/2023 | Contractor - Gen Finance week ending 7/7/23 (15.59 hrs) | 001-06-007-514-23-41-190 | 779.50 |
| 07/10/2023 | Contractor - Munis ERP 7/7/23 (15.44 hrs) | 502-11-023-594-18-41-190 | 772.00 |
| Inv 62253884 Total | | | 1,551.50 |
| 61808 Total: | | | 5,151.50 |
| **roberth - Robert Half Total:** | | | 5,151.50 |

**shi int - SHI International Corp Line Item Account**

61809 07/20/2023

Inv B17031440

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Adobe Acrobat professional license | 001-01-001-513-10-31-800 | 312.98 |
| 06/26/2023 | Adobe Acrobat professional license | 001-09-014-522-50-31-800 | 156.49 |
| 06/26/2023 | Adobe Acrobat professional license | 402-20-019-535-10-31-800 | 156.49 |
| 06/26/2023 | Adobe Acrobat professional license | 502-11-021-518-88-31-800 | 78.24 |
| 06/26/2023 | Adobe Acrobat professional license | 001-28-056-571-20-23-300 | 156.49 |
| 06/26/2023 | Adobe Acrobat professional license | 502-11-021-518-88-31-800 | 156.49 |
| 06/26/2023 | Adobe Acrobat professional license | 001-04-004-515-31-31-800 | 156.49 |
| 06/26/2023 | Adobe Acrobat professional license | 510-24-053-518-20-31-800 | 78.24 |
| 06/26/2023 | Adobe Acrobat professional license | 401-18-019-534-10-31-800 | 156.49 |
| Inv B17031440 Total | | | 1,408.40 |

Inv B17060928

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | CD: Bluebeam license update | 001-15-034-558-50-41-030 | 521.91 |
| Inv B17060928 Total | | | 521.91 |
| 61809 Total: | | | 1,930.31 |

**shi int - SHI International Corp Total:** 1,930.31

**snoq vs - Snoqualmie Valley School Dist. #410 Line Item Account 501-23-051-548-68-32-100**

61810 07/20/2023

Inv 7724

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Fleet and NB Police fuel | 501-23-051-548-68-32-100 | 13,049.38 |
| 07/07/2023 | NB Police fuel | 014-08-012-521-22-32-100 | 4,189.30 |

Inv 7724 Total 17,238.68

61810 Total: 17,238.68

**snoq vs - Snoqualmie Valley School Dist. #410 Total:** 17,238.68

**stave - Stave Law Office, PLLC Line Item Account**

61811 07/20/2023

Inv 2A0503412

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | SnoqualmieCase 22S-4212-ORESKI | 001-13-117-515-91-41-111 | 400.00 |

Inv 2A0503412 Total 400.00

61811 Total: 400.00

**stave - Stave Law Office, PLLC Total:** 400.00

**stonb - Stonebraker, Kim Line Item Account**

61812 07/20/2023

Inv REIMB. K. STONE

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Jumpsuit repairs/broken zippers | 001-08-009-521-31-31-050 | 90.25 |

Inv REIMB. K. STONE Total 90.25

61812 Total: 90.25

**stonb - Stonebraker, Kim Total:** 90.25

**Summlg - Summit Law Group Line Item Account 001-13-117-518-10-41-130**

61813 07/20/2023

Inv 146106

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | Gutwein arbitration | 001-08-009-521-10-41-104 | 468.00 |

Inv 146106 Total 468.00

Inv 146209

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | Outside Legal services -HR legal advice | 001-06-075-518-10-41-120 | 1,053.00 |

Inv 146209 Total 1,053.00

Inv 146210

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | Outside Legal services - Police Association | 001-06-075-518-10-41-120 | 529.00 |

Inv 146210 Total 529.00

Inv 146211

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | Outside Legal services - Teamsters | 001-06-075-518-10-41-120 | 8,343.98 |

Inv 146211 Total 8,343.98

61813 Total: 10,393.98

**Summlg - Summit Law Group Total:** 10,393.98

**sysdesig - Systems Design West, LLC Line Item Account 001-09-014-522-70-41-090**

61814 07/20/2023

Inv 20231255

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | BLS billing | 001-09-014-522-70-41-090 | 824.57 |

Inv 20231255 Total 824.57

Inv WAGEMT2218

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Consultation and Submittal | 001-06-007-514-23-41-090 | 20,000.00 |

Inv WAGEMT2218 Total 20,000.00

61814 Total: 20,824.57

**sysdesig - Systems Design West, LLC Total:** 20,824.57

**tenelco - Tenelco Inc. Line Item Account**

61815 07/20/2023

Inv 88162

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/06/2023 | BUF Haul and Application | 402-20-040-535-55-48-000 | 2,363.61 |

Inv 88162 Total 2,363.61

Inv 88455

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | BUF Haul and Application | 402-20-040-535-55-48-000 | 2,383.13 |

Inv 88455 Total 2,383.13

61815 Total: 4,746.74

**tenelco - Tenelco Inc. Total:** 4,746.74

**driftmie - The Driftmier Architects, P.S. Line Item Account**

61816 07/20/2023

Inv 8338

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Professional services from 5/26/23 - 6/25/23 | 310-13-701-594-18-41-060 | 799.50 |

Inv 8338 Total 799.50

Inv 8342

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Professional services from 5/26/23 - 6/25/23 | 310-13-701-594-18-41-060 | 30,692.85 |

Inv 8342 Total 30,692.85

61816 Total: 31,492.35

**driftmie - The Driftmier Architects, P.S. Total:** 31,492.35

**THESHER - THE SHERWIN WILLIAMS CO Line Item Account**

61817 07/20/2023

Inv 3777-5

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | Aerosol spray paint white | 510-24-053-518-20-31-300 | 17.37 |

Inv 3777-5 Total 17.37

61817 Total: 17.37

**THESHER - THE SHERWIN WILLIAMS CO Total:** 17.37

**tsi carn - Traffic Signs, Inc. Line Item Account**

61818 07/20/2023

Inv 19385

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Way finding Sign | 402-20-040-535-80-31-300 | 135.88 |

Inv 19385 Total 135.88

| | | | |
|---|---|---|---|
| 61818 Total: | | | 135.88 |
| **tsi carn - Traffic Signs, Inc. Total:** | | | 135.88 |

**transsol - Transportation Solutions, Inc. Line Item Account**

61819 07/20/2023

Inv 19288

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Professional services from May 16, 2023-June 15, 2023 | 310-17-502-595-69-41-060 | 2,229.75 |
| Inv 19288 Total | | | 2,229.75 |
| 61819 Total: | | | 2,229.75 |
| **transsol - Transportation Solutions, Inc. Total:** | | | 2,229.75 |

**uline - Uline Line Item Account**

61820 07/20/2023

Inv 165038139

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | Palletainers for equipment | 402-20-040-535-80-31-300 | 1,163.43 |
| Inv 165038139 Total | | | 1,163.43 |
| 61820 Total: | | | 1,163.43 |
| **uline - Uline Total:** | | | 1,163.43 |

**ufs/bart - Urban Forestry Services/Bartlett Consulting Line Item Account**

61821 07/20/2023

Inv 957

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Plat 24 Parcel S22 | 001-14-032-558-60-41-080 | 195.00 |
| Inv 957 Total | | | 195.00 |

Inv 958

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Plat 27 | 001-14-032-558-60-41-080 | 1,196.20 |
| Inv 958 Total | | | 1,196.20 |

Inv 959

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Plat 28 Parcel S14 | 001-14-032-558-60-41-080 | 243.75 |

| | | | |
|---|---|---|---|
| Inv 959 Total | | | 243.75 |
| 61821 Total: | | | 1,634.95 |
| **ufs/bart - Urban Forestry Services/Bartlett Consulting Total:** | | | 1,634.95 |

**USDT - US Department of the Treasury Line Item Account**

61822 07/20/2023

Inv PCORI-2023

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Annual HRA ACA-PCORI Fees (IRS) | 001-13-000-518-10-22-350 | 246.00 |
| Inv PCORI-2023 Total | | | 246.00 |
| 61822 Total: | | | 246.00 |
| **USDT - US Department of the Treasury Total:** | | | 246.00 |

**verizcs - Verizon Wireless (Central Srvcs.) Line Item Account 511-25-054-518-50-42-010**

61823 07/20/2023

Inv 9937961085

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Machine to machine coms | 402-20-040-535-80-35-900 | 441.13 |
| Inv 9937961085 Total | | | 441.13 |
| 61823 Total: | | | 441.13 |
| **verizcs - Verizon Wireless (Central Srvcs.) Total:** | | | 441.13 |

**wlace - Westlake Ace Hardware Line Item Account**

61824 07/20/2023

Inv 15309311

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/28/2023 | Facility parts and supplies | 510-24-053-518-20-31-300 | 106.19 |
| Inv 15309311 Total | | | 106.19 |

Inv 15309372

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Sewer staff move form sewer OPS to sewer solids building | 402-20-040-535-80-31-340 | 43.56 |
| Inv 15309372 Total | | | 43.56 |

Inv 15309397

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Facility parts and supplies | 510-24-053-518-20-31-300 | 320.91 |

| | | | |
|---|---|---|---|
| Inv 15309397 Total | | | 320.91 |
| 61824 Total: | | | 470.66 |
| **wlace - Westlake Ace Hardware Total:** | | | 470.66 |

**xylem - Xylem Dewatering Solutions, Inc. Line Item Account**

61825 07/20/2023

Inv 401259712

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/19/2023 | Rent mains for LS L back pump | 402-20-040-535-80-45-200 | 2,941.93 |
| Inv 401259712 Total | | | 2,941.93 |
| 61825 Total: | | | 2,941.93 |
| **xylem - Xylem Dewatering Solutions, Inc. Total:** | | | 2,941.93 |
| Total: | | | 888,666.86 |

# Accounts Payable

## Blanket Voucher Approval Document

User: ITreptow
Printed: 07/27/2023 - 3:35PM
Warrant Request Date: 7/27/2023
DAC Fund:

#36

Batch: 00005.07.2023 - 7-27-23 Check Run

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 566,146.35,
for claims warrants numbered 61826 through 61933 & dated 7/27/23.

| Line | Claimant | Voucher No. | Amount |
|---|---|---|---|
| 1 | 911 SUPPLY INC | 000061826 | 47.32 |
| 2 | ALERT ALL CORP | 000061831 | 345.22 |
| 3 | ALPINE COACHWORKS INC | 000061834 | 2,708.59 |
| 4 | AGUIRRE,JAMES | 000061828 | 596.72 |
| 5 | AIR EXCHANGE | 000061829 | 562.50 |
| 6 | ALBIREO ENERGY LLC | 000061830 | 1,336.20 |
| 7 | All City Fence Co | 000061832 | 26,614.07 |
| 8 | ALL PLAY SYSTEMS | 000061833 | 5,268.58 |
| 9 | AMAZON CAPITAL SERVICES | 000061835 | 383.29 |
| 10 | SRII Partner's LLC | 000061911 | 2,488.13 |
| 11 | A SHADE ABOVE WINDOW TINTING | 000061827 | 185.13 |
| 12 | ASPECT CONSULTING LLC | 000061837 | 16,575.50 |
| 13 | State Auditor's Office | 000061912 | 2,880.00 |
| 14 | BERGER PARTNERSHIP | 000061839 | 10,750.83 |
| 15 | BERRY DUNN MCNEIL & PARKER LLC | 000061840 | 67,632.50 |
| 16 | BUILDERS HARDWARE & SUPPLY CO INC | 000061842 | 499.39 |
| 17 | CALPORTLAND CO | 000061843 | 933.89 |
| 18 | Cascade Sawing & Drilling | 000061844 | 1,309.52 |
| 19 | Catalyst Workplace Activation | 000061845 | 3,322.64 |
| 20 | CITY OF SNOQUALMIE | 000061849 | 93,786.14 |
| 21 | Copiers Northwest | 000061850 | 424.60 |
| 22 | Corporate Payment Systems | 000061851 | 1,703.45 |
| 23 | Cressy Door Co Inc | 000061852 | 431.52 |
| 24 | CENTRAL WELDING SUPPLY | 000061846 | 54.83 |
| 25 | Dark Horse Printing, LLC | 000061853 | 625.02 |
| 26 | Dept. of Labor & Industries | 000061854 | 202.00 |
| 27 | WA ST DOT Northwest Region | 000061928 | 1,908.25 |
| 28 | Dugar,Lanny | 000061855 | 2,500.00 |
| 29 | Evergreen Ford, Inc. | 000061858 | 947.21 |
| 30 | ESO Solutions, Inc. | 000061856 | 3,122.18 |
| 31 | Eurofins Eaton Analytical, Inc. | 000061857 | 625.00 |
| 32 | Galls, LLC FD | 000061860 | 863.50 |
| 33 | The Grange Supply, Inc. | 000061919 | 187.15 |
| 34 | HD Fowler Co. | 000061863 | 8,423.55 |
| 35 | HD Supply Facilities Maint., Ltd | 000061864 | 85.05 |
| 36 | Helping Hands Ministry | 000061865 | 1,188.78 |
| 37 | Home Care Masters, LLC | 000061870 | 3,082.72 |
| 38 | HSI EMERGENCY CARE SOLUTIONS INC | 000061871 | 747.39 |
| 39 | Holmes Weddle & Barcott, PC | 000061869 | 1,165.91 |
| 40 | Issaquah Municipal Court | 000061873 | 5,912.26 |
| 41 | KING COUNTY RADIO COMM SVCS | 000061878 | 1,037.54 |
| | | Page Total: | $273,464.07 |

| Line | Claimant | Voucher No. | Amou |
|---|---|---|---|
| 42 | KC SHERRIFS OFFICE | 000061874 | 5,218.00 |
| 43 | KING COUNTY FINANCE | 000061875 | 4,364.01 |
| 44 | KING COUNTY FIRE CHIEFS ASSOC | 000061876 | 570.00 |
| 45 | KING COUNTY FIRE DIST 45 | 000061877 | 2,251.44 |
| 46 | KONE Inc. | 000061879 | 1,636.57 |
| 47 | KPG PSOMAS, INC | 000061881 | 4,071.00 |
| 48 | Kurita America Inc. | 000061882 | 1,175.16 |
| 49 | Life Assist, Inc. | 000061888 | 260.12 |
| 50 | Lewis & Laws, PLLC | 000061887 | 400.00 |
| 51 | Moberly,Lynn | 000061894 | 6,000.00 |
| 52 | Les Schwab Tires, Inc. | 000061884 | 1,487.10 |
| 53 | Monroe Correctional Complex | 000061895 | 707.40 |
| 54 | Minuteman Press | 000061893 | 383.56 |
| 55 | Northwest Hydraulic Consultants, Inc | 000061897 | 83,512.49 |
| 56 | Panorama Apartments, LLC | 000061898 | 15,000.00 |
| 57 | PITNEY BOWES BANK INC PURCHASE POWER | 000061900 | 39.99 |
| 58 | Perrell,Jesse | 000061899 | 1,750.00 |
| 59 | Puget Sound Energy | 000061903 | 43,976.94 |
| 60 | PSF MECHANICAL, INC | 000061902 | 44,371.31 |
| 61 | Pollardwater | 000061901 | 370.15 |
| 62 | RH2 Engineering, Inc. | 000061904 | 24,347.49 |
| 63 | Waters,Richard | 000061930 | 500.00 |
| 64 | Robert Half | 000061905 | 3,891.00 |
| 65 | Safety-Kleen | 000061907 | 298.10 |
| 66 | Sams,Peter | 000061908 | 1,300.00 |
| 67 | Stericycle, Inc. | 000061913 | 288.54 |
| 68 | Sound Publishing, Inc. | 000061910 | 600.00 |
| 69 | ASHBAUGH BEAL | 000061836 | 483.50 |
| 70 | Stericycle, Inc. (FD) | 000061914 | 10.36 |
| 71 | Stryker Sales, LLC | 000061916 | 2,372.34 |
| 72 | Herc Rentals Inc. | 000061866 | 5,892.57 |
| 73 | Transportation Solutions, Inc. | 000061922 | 3,481.00 |
| 74 | Technical Systems, Inc. | 000061918 | 1,524.60 |
| 75 | The Workwear Place | 000061920 | 361.63 |
| 76 | Investor Connect LLC | 000061872 | 350.01 |
| 77 | Leung,Peter | 000061886 | 372.20 |
| 78 | Ybarra,Debra | 000061933 | 215.52 |
| 79 | Leslie,Michelle | 000061885 | 184.64 |
| 80 | Bozhko,Alex and Daryna | 000061841 | 301.92 |
| 81 | Stover,Klara | 000061915 | 3.89 |
| 82 | Garcia,Mariona | 000061861 | 148.77 |
| 83 | Rosenberg,Jennifer | 000061906 | 211.68 |
| 84 | Hoadly,Rick | 000061867 | 184.64 |
| 85 | Cisco,Kaitlin | 000061848 | 499.70 |
| 86 | Chu,Long | 000061847 | 189.41 |
| 87 | Lambert,Derek and Faye | 000061883 | 22.60 |
| 88 | Backman,Dave | 000061838 | 489.48 |
| 89 | Sorenson,Ron | 000061909 | 181.11 |
| 90 | Kowta,Phani | 000061880 | 199.76 |
| 91 | Mandinach,Laura | 000061889 | 224.67 |
| 92 | Meads,Brad | 000061892 | 345.00 |
| 93 | Filppu,Steven | 000061859 | 3.04 |
| 94 | Martindale,Mickey | 000061891 | 183.29 |
| 95 | Gardunia,James & Julie | 000061862 | 238.73 |
| 96 | Hoffman,Justin | 000061868 | 5.13 |
| 97 | Murray,Tarrah | 000061896 | 26.40 |
| 98 | Mardiyev,Vadim | 000061890 | 206.13 |
| | | Page Total: | $267,684.09 |

| Line | Claimant | Voucher No. | Amou |
|---|---|---|---|
| 99 | Urban Forestry Services/Bartlett Consulting | 000061924 | 1,069.65 |
| 100 | United Site Services | 000061923 | 185.00 |
| 101 | Valley Defenders, PLLC | 000061925 | 6,650.00 |
| 102 | Target Solutions Learning, LLC | 000061917 | 1,030.00 |
| 103 | Verizon (PD) | 000061927 | 1,678.47 |
| 104 | Van Ness, Feldman, LLP | 000061926 | 9,952.50 |
| 105 | WesSpur Tree Equipment, Inc. | 000061931 | 964.02 |
| 106 | Thomson Reuters - West Pymt. Center | 000061921 | 2,148.82 |
| 107 | Westlake Ace Hardware | 000061932 | 189.73 |
| 108 | Water Management Laboratories, Inc. | 000061929 | 1,130.00 |
| | | Page Total: | $24,998.19 |
| | | Grand Total: | $566,146.35 |

# Accounts Payable

## Check Detail

User: ITreptow
Printed: 07/27/2023 - 3:38PM

| Check Number | Check Date | Amount |
|---|---|---|
| **911 supp - 911 SUPPLY INC Line Item Account** | | |
| 61826 | 07/27/2023 | |
| Inv INV-2-30464 | | |
| Line Item Date: 07/03/2023 — Line Item Description: 606 - Patch badge install, gold stars — Line Item Account: 001-08-009-521-22-31-050 | | 47.32 |
| Inv INV-2-30464 Total | | 47.32 |
| 61826 Total: | | 47.32 |
| **911 supp - 911 SUPPLY INC Total:** | | 47.32 |
| **ashade - A SHADE ABOVE WINDOW TINTING Line Item Account 501-23-052-594-48-64-000** | | |
| 61827 | 07/27/2023 | |
| Inv 13837 | | |
| Line Item Date: 07/17/2023 — Line Item Description: #101 front side window tint — Line Item Account: 501-23-052-594-48-64-000 | | 185.13 |
| Inv 13837 Total | | 185.13 |
| 61827 Total: | | 185.13 |
| **ashade - A SHADE ABOVE WINDOW TINTING Total:** | | 185.13 |
| **AGU - AGUIRRE, JAMES Line Item Account** | | |
| 61828 | 07/27/2023 | |
| Inv REIMB J. Aguirr | | |
| Line Item Date: 07/19/2023 — Line Item Description: Per Diem meals, hotel and fuel for Rifle/pistol course — Line Item Account: 001-08-009-521-40-43-000 | | 596.72 |
| Inv REIMB J. Aguirr Total | | 596.72 |
| 61828 Total: | | 596.72 |
| **AGU - AGUIRRE, JAMES Total:** | | 596.72 |
| **air - AIR EXCHANGE Line Item Account** | | |
| 61829 | 07/27/2023 | |

Inv 91608738

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 01/10/2023 | Labor and travel | 001-09-014-522-20-41-000 | 562.50 |
| Inv 91608738 Total | | | 562.50 |
| 61829 Total: | | | 562.50 |
| **air - AIR EXCHANGE Total:** | | | 562.50 |

**albireo - ALBIREO ENERGY LLC Line Item Account**
61830 07/27/2023
Inv PIN0027752

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | AHU's investigative repair | 510-24-053-518-20-48-000 | 1,336.20 |
| Inv PIN0027752 Total | | | 1,336.20 |
| 61830 Total: | | | 1,336.20 |
| **albireo - ALBIREO ENERGY LLC Total:** | | | 1,336.20 |

**aac - ALERT ALL CORP Line Item Account**
61831 07/27/2023
Inv W34256

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Smoke alarm and stickers | 001-09-014-522-20-31-910 | 345.22 |
| Inv W34256 Total | | | 345.22 |
| 61831 Total: | | | 345.22 |
| **aac - ALERT ALL CORP Total:** | | | 345.22 |

**AllCFen - All City Fence Co Line Item Account**
61832 07/27/2023
Inv 122571

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/01/2023 | Security fence sewer operationa building | 402-20-040-535-80-48-000 | 26,614.07 |
| Inv 122571 Total | | | 26,614.07 |
| 61832 Total: | | | 26,614.07 |
| **AllCFen - All City Fence Co Total:** | | | 26,614.07 |

**allplay - ALL PLAY SYSTEMS Line Item Account**

61833 07/27/2023

Inv 2022-122F

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 03/17/2023 | Benches for parks | 001-12-028-576-80-31-300 | 5,268.58 |
| Inv 2022-122F Total | | | 5,268.58 |
| 61833 Total: | | | 5,268.58 |
| **allplay - ALL PLAY SYSTEMS Total:** | | | 5,268.58 |

**aci 1 - ALPINE COACHWORKS INC Line Item Account**

61834 07/27/2023

Inv 11935 Insurance

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | Fleet - Repair Veh #304 | 001-05-006-518-90-48-940 | 2,708.59 |
| Inv 11935 Insurance Total | | | 2,708.59 |
| 61834 Total: | | | 2,708.59 |
| **aci 1 - ALPINE COACHWORKS INC Total:** | | | 2,708.59 |

**amzoncap - AMAZON CAPITAL SERVICES Line Item Account**

61835 07/27/2023

Inv 163M-PJ4D-DGJ7

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/20/2023 | Desk organizer & laptop case | 401-18-037-534-81-31-000 | 8.00 |
| 07/20/2023 | Desk organizer & laptop case | 403-22-050-531-30-31-000 | 6.46 |
| 07/20/2023 | Desk organizer & laptop case | 001-16-035-542-30-31-000 | 8.00 |
| 07/20/2023 | Desk organizer & laptop case | 402-20-040-535-80-31-000 | 8.00 |
| Inv 163M-PJ4D-DGJ7 Total | | | 30.46 |

Inv 17XM-LMNP-LK31

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | ALPS Back pack | 001-09-014-522-20-31-912 | 157.89 |
| Inv 17XM-LMNP-LK31 Total | | | 157.89 |

Inv 1Q1D-39CG-QLV6

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | Lysol and laundry detergent | 001-09-014-522-20-31-910 | 62.39 |
| Inv 1Q1D-39CG-QLV6 Total | | | 62.39 |

Inv 1QF3-CVD9-73WD

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|

| Check Number | Check Date | | | A |
|---|---|---|---|---|
| 07/19/2023 | Office supplies | 001-09-014-522-10-31-000 | 114.07 | |
| Inv 1QF3-CVD9-73WD Total | | | 114.07 | |
| Inv 1RHP-HP4G-61LF | | | | |
| Line Item Date | Line Item Description | Line Item Account | | |
| 07/15/2023 | Socket set | 001-12-028-576-80-31-300 | 18.48 | |
| Inv 1RHP-HP4G-61LF Total | | | 18.48 | |
| 61835 Total: | | | 383.29 | |
| **amzoncap - AMAZON CAPITAL SERVICES Total:** | | | 383.29 | |
| **stanisla - ASHBAUGH BEAL Line Item Account 001-04-004-515-41-41-102** | | | | |
| 61836 | 07/27/2023 | | | |
| Inv 79596 | | | | |
| Line Item Date | Line Item Description | Line Item Account | | |
| 05/31/2023 | Legal Advice/fees for Epsy Case Solutions | 001-04-004-515-41-41-102 | 483.50 | |
| Inv 79596 Total | | | 483.50 | |
| 61836 Total: | | | 483.50 | |
| **stanisla - ASHBAUGH BEAL Total:** | | | 483.50 | |
| **aspect - ASPECT CONSULTING LLC Line Item Account** | | | | |
| 61837 | 07/27/2023 | | | |
| Inv 52284 | | | | |
| Line Item Date | Line Item Description | Line Item Account | | |
| 07/14/2023 | professional services ending 6/30/23 | 417-13-423-594-34-41-070 | 16,575.50 | |
| Inv 52284 Total | | | 16,575.50 | |
| 61837 Total: | | | 16,575.50 | |
| **aspect - ASPECT CONSULTING LLC Total:** | | | 16,575.50 | |
| **UB*03085 - Backman, Dave Line Item Account** | | | | |
| 61838 | 07/27/2023 | | | |
| Inv | | | | |
| Line Item Date | Line Item Description | Line Item Account | | |
| 07/19/2023 | Refund Check | 403-00-000-213-10-00-000 | 6.22 | |
| 07/19/2023 | Refund Check | 402-00-000-213-10-00-000 | 18.55 | |
| 07/19/2023 | Refund Check | 001-00-000-213-10-00-000 | 0.56 | |
| 07/19/2023 | Refund Check | 001-00-000-213-10-00-000 | 1.73 | |
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 462.42 | |

| | | | |
|---|---|---|---|
| Inv Total | | | 489.48 |
| 61838 Total: | | | 489.48 |
| **UB*03085 - Backman, Dave Total:** | | | 489.48 |

**berger - BERGER PARTNERSHIP Line Item Account**

61839 07/27/2023

Inv 35739

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/09/2023 | Riverwalk NW Sandy Cove | 310-12-605-594-76-41-060 | 10,750.83 |
| Inv 35739 Total | | | 10,750.83 |
| 61839 Total: | | | 10,750.83 |
| **berger - BERGER PARTNERSHIP Total:** | | | 10,750.83 |

**berrdun - BERRY DUNN MCNEIL & PARKER LLC Line Item Account**

61840 07/27/2023

Inv 425541

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 01/13/2023 | IT Dept Assessment | 502-11-020-518-88-41-000 | 4,135.00 |
| Inv 425541 Total | | | 4,135.00 |

Inv 426887

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 02/24/2023 | IT Dept Assessment | 502-11-020-518-88-41-000 | 9,676.50 |
| Inv 426887 Total | | | 9,676.50 |

Inv 428177

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 03/30/2023 | IT Dept Assessment | 502-11-020-518-88-41-000 | 13,392.00 |
| Inv 428177 Total | | | 13,392.00 |

Inv 429099

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/17/2023 | IT Dept Assessment | 502-11-020-518-88-41-000 | 18,791.00 |
| Inv 429099 Total | | | 18,791.00 |

Inv 430739

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/23/2023 | IT Dept Assessment | 502-11-020-518-88-41-000 | 9,615.50 |
| Inv 430739 Total | | | 9,615.50 |

Inv 431966

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | IT Dept Assessment | 502-11-020-518-88-41-000 | 5,596.50 |

Inv 431966 Total 5,596.50

Inv 433211

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/14/2023 | IT Dept Assessment | 502-11-020-518-88-41-000 | 6,426.00 |

Inv 433211 Total 6,426.00

61840 Total: 67,632.50

**berrdun - BERRY DUNN MCNEIL & PARKER LLC Total:** 67,632.50

**UB*03077 - Bozhko, Alex and Daryna Line Item Account**

61841 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 301.92 |

Inv Total 301.92

61841 Total: 301.92

**UB*03077 - Bozhko, Alex and Daryna Total:** 301.92

**bhs - BUILDERS HARDWARE & SUPPLY CO INC Line Item Account**

61842 07/27/2023

Inv S3848391.001

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Assistant to police cheif office rekey | 510-24-053-518-20-31-300 | 263.90 |

Inv S3848391.001 Total 263.90

Inv S3848446.001

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Police cheif office door rekey | 510-24-053-518-20-31-300 | 235.49 |

Inv S3848446.001 Total 235.49

61842 Total: 499.39

**bhs - BUILDERS HARDWARE & SUPPLY CO INC Total:** 499.39

**calportl - CALPORTLAND CO Line Item Account**

61843 07/27/2023

Inv 95951538

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Gravel for storm pond access | 403-22-050-531-30-31-300 | 471.28 |

Inv 95951538 Total 471.28

Inv 95953409

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | Gravel for storm pond access | 403-22-050-531-30-31-300 | 462.61 |

Inv 95953409 Total 462.61

61843 Total: 933.89

**calportl - CALPORTLAND CO Total:** 933.89

**CasSaw - Cascade Sawing & Drilling Line Item Account**

61844 07/27/2023

Inv 23-1825.1

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/02/2023 | Bracken Pl. Saw cut | 401-19-039-539-35-48-000 | 1,309.52 |

Inv 23-1825.1 Total 1,309.52

61844 Total: 1,309.52

**CasSaw - Cascade Sawing & Drilling Total:** 1,309.52

**CatWkpl - Catalyst Workplace Activation Line Item Account**

61845 07/27/2023

Inv 317284

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Mayor's desk reconfiguration & installation | 001-01-001-513-10-35-210 | 3,322.64 |

Inv 317284 Total 3,322.64

61845 Total: 3,322.64

**CatWkpl - Catalyst Workplace Activation Total:** 3,322.64

**cws - CENTRAL WELDING SUPPLY Line Item Account 001-09-014-522-20-31-912**

61846 07/27/2023

Inv RN06232287

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Oxygen rental | 001-09-014-522-20-31-910 | 54.83 |

| | | | |
|---|---|---|---|
| Inv RN06232287 Total | | | 54.83 |
| 61846 Total: | | | 54.83 |
| **cws - CENTRAL WELDING SUPPLY Total:** | | | 54.83 |

**UB*03083 - Chu, Long Line Item Account**

61847 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 189.41 |
| Inv Total | | | 189.41 |
| 61847 Total: | | | 189.41 |
| **UB*03083 - Chu, Long Total:** | | | 189.41 |

**UB*03082 - Cisco, Kaitlin Line Item Account**

61848 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 499.70 |
| Inv Total | | | 499.70 |
| 61848 Total: | | | 499.70 |
| **UB*03082 - Cisco, Kaitlin Total:** | | | 499.70 |

**citysnoq - CITY OF SNOQUALMIE Line Item Account**

61849 07/27/2023

Inv COM2023-005

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/24/2023 | COS Building & Sit epermit #COM2023-005 PIN 302408-9079 | 417-13-454-594-35-48-270 | 93,786.14 |
| Inv COM2023-005 Total | | | 93,786.14 |
| 61849 Total: | | | 93,786.14 |
| **citysnoq - CITY OF SNOQUALMIE Total:** | | | 93,786.14 |

**copiers - Copiers Northwest Line Item Account**

61850 07/27/2023

Inv INV2678298

| Line Item Date | Line Item Description | Line Item Account |
|---|---|---|

| | | | |
|---|---|---|---|
| 07/18/2023 | Lease of 54" laminator | 001-16-035-542-64-45-200 | 424.60 |
| Inv INV2678298 Total | | | 424.60 |
| 61850 Total: | | | 424.60 |
| **copiers - Copiers Northwest Total:** | | | 424.60 |

**corppay - Corporate Payment Systems Line Item Account**

61851 07/27/2023

Inv DD 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/21/2023 | Sound Cities Association - Summer Social - CM Wotton | 001-02-002-511-60-43-000 | 30.00 |
| 07/21/2023 | Sound Cities Association - Summer Social - CM Christensen | 001-02-002-511-60-43-000 | 30.00 |
| 07/21/2023 | Name badges | 001-05-005-514-20-31-000 | 30.44 |
| 07/21/2023 | Sound Cities Association - Summer Social - Mayor Ross | 001-02-002-511-60-43-000 | 30.00 |
| 07/21/2023 | Council chambers name plates | 001-02-002-511-60-31-000 | 31.65 |
| 07/21/2023 | Office supplies | 001-05-005-514-20-31-000 | 23.59 |
| Inv DD 7-23 Total | | | 175.68 |

Inv DH 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/21/2023 | #101 vehicle title/licensing | 501-23-052-594-48-64-000 | 64.00 |
| Inv DH 7-23 Total | | | 64.00 |

Inv JQ 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/23/2023 | Courier services for lab specimens | 402-20-040-535-80-42-300 | 489.50 |
| 07/23/2023 | Abatement notice | 001-16-019-542-90-42-300 | 5.01 |
| 07/23/2023 | Laptop return to PSI | 401-18-037-534-81-42-300 | 28.31 |
| Inv JQ 7-23 Total | | | 522.82 |

Inv MB 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/25/2023 | Snacks for City leadership meeting | 001-09-014-522-10-49-100 | 60.88 |
| 07/25/2023 | Carry holster | 001-09-014-522-50-35-900 | 425.85 |
| 07/25/2023 | Grammerly | 001-09-014-522-10-41-000 | 139.95 |
| 07/25/2023 | Chief zip shirt | 001-09-014-522-20-31-050 | 86.54 |
| 07/25/2023 | Breathing Air Systems | 001-09-014-522-50-31-301 | 27.05 |
| 07/25/2023 | Amazon dishwasher pods | 001-09-014-522-20-31-910 | 20.63 |
| 07/25/2023 | Michaels hydrant supplies | 001-09-014-522-10-31-000 | 26.40 |
| 07/25/2023 | Safeway dinner for 4th of July crew | 001-09-014-522-10-49-100 | 55.65 |
| 07/25/2023 | Snacks for City leadership meeting | 001-09-014-522-10-49-100 | 43.56 |
| 07/25/2023 | Amazon printer paper | 001-09-014-522-10-31-000 | 54.44 |
| Inv MB 7-23 Total | | | 940.95 |
| 61851 Total: | | | 1,703.45 |

**corppay - Corporate Payment Systems Total:** 1,703.45

**cressy - Cressy Door Co Inc Line Item Account**

61852 07/27/2023

Inv 186363

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Garage door repair & service | 510-24-053-518-20-48-000 | 431.52 |

Inv 186363 Total 431.52

61852 Total: 431.52

**cressy - Cressy Door Co Inc Total:** 431.52

**darkhors - Dark Horse Printing, LLC Line Item Account**

61853 07/27/2023

Inv 20230714

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/14/2023 | Plein Air tote bags | 012-13-115-573-20-31-910 | 625.02 |

Inv 20230714 Total 625.02

61853 Total: 625.02

**darkhors - Dark Horse Printing, LLC Total:** 625.02

**doli2 - Dept. of Labor & Industries Line Item Account**

61854 07/27/2023

Inv 3244964

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/21/2023 | Operating permit elevator City Hall | 510-24-053-518-20-48-000 | 202.00 |

Inv 3244964 Total 202.00

61854 Total: 202.00

**doli2 - Dept. of Labor & Industries Total:** 202.00

**DUGARL - Dugar, Lanny Line Item Account**

61855 07/27/2023

Inv Refund meter

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | Meter Deposit refund | 401-00-000-382-10-50-100 | 2,500.00 |

Inv Refund meter Total 2,500.00

| | | | |
|---|---|---|---|
| 61855 Total: | | | 2,500.00 |
| **DUGARL - Dugar, Lanny Total:** | | | 2,500.00 |

**eso - ESO Solutions, Inc. Line Item Account**

61856 07/27/2023

Inv 113706

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | ESO Fire bundle | 001-09-014-522-10-41-000 | 3,122.18 |
| Inv 113706 Total | | | 3,122.18 |
| 61856 Total: | | | 3,122.18 |
| **eso - ESO Solutions, Inc. Total:** | | | 3,122.18 |

**eurofins - Eurofins Eaton Analytical, Inc. Line Item Account**

61857 07/27/2023

Inv 3800027046

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | UCMR5 Sampling | 401-18-037-534-81-41-000 | 625.00 |
| Inv 3800027046 Total | | | 625.00 |
| 61857 Total: | | | 625.00 |
| **eurofins - Eurofins Eaton Analytical, Inc. Total:** | | | 625.00 |

**ef - Evergreen Ford, Inc. Line Item Account**

61858 07/27/2023

Inv 5194754

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/13/2023 | Shelf ready brake parts new 2022 Police pu | 501-23-051-548-68-31-301 | 947.21 |
| Inv 5194754 Total | | | 947.21 |
| 61858 Total: | | | 947.21 |
| **ef - Evergreen Ford, Inc. Total:** | | | 947.21 |

**UB*03090 - Filppu, Steven Line Item Account**

61859 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 3.04 |

| | | | |
|---|---|---|---|
| Inv Total | | | 3.04 |
| 61859 Total: | | | 3.04 |
| **UB*03090 - Filppu, Steven Total:** | | | 3.04 |

**gallsfd - Galls, LLC FD Line Item Account**

61860 07/27/2023

Inv 024802472

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/15/2023 | Jacket & embriodery | 001-09-014-522-20-31-050 | 182.26 |
| Inv 024802472 Total | | | 182.26 |

Inv 025025713

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | embriodery | 001-09-014-522-20-31-050 | 144.30 |
| Inv 025025713 Total | | | 144.30 |

Inv 025038296

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/12/2023 | embriodery | 001-09-014-522-20-31-050 | 536.94 |
| Inv 025038296 Total | | | 536.94 |
| 61860 Total: | | | 863.50 |
| **gallsfd - Galls, LLC FD Total:** | | | 863.50 |

**UB*03079 - Garcia, Mariona Line Item Account**

61861 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 148.77 |
| Inv Total | | | 148.77 |
| 61861 Total: | | | 148.77 |
| **UB*03079 - Garcia, Mariona Total:** | | | 148.77 |

**UB*03092 - Gardunia, James & Julie Line Item Account**

61862 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 238.73 |

| | | | |
|---|---|---|---|
| Inv Total | | | 238.73 |
| 61862 Total: | | | 238.73 |
| **UB*03092 - Gardunia, James & Julie Total:** | | | 238.73 |

**hdf - HD Fowler Co. Line Item Account**

61863 07/27/2023

Inv I6370502

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/24/2023 | Irrigation supplies | 401-19-039-539-35-31-300 | 8,423.55 |
| Inv I6370502 Total | | | 8,423.55 |
| 61863 Total: | | | 8,423.55 |
| **hdf - HD Fowler Co. Total:** | | | 8,423.55 |

**hdfacil - HD Supply Facilities Maint., Ltd Line Item Account 510-24-053-518-20-31-300**

61864 07/27/2023

Inv 9215703459

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | Facility parts & supplies | 510-24-053-518-20-31-300 | 67.65 |
| Inv 9215703459 Total | | | 67.65 |

Inv 9215999201

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Facility parts and supplies | 510-24-053-518-20-31-300 | 17.40 |
| Inv 9215999201 Total | | | 17.40 |
| 61864 Total: | | | 85.05 |
| **hdfacil - HD Supply Facilities Maint., Ltd Total:** | | | 85.05 |

**hhm - Helping Hands Ministry Line Item Account 001-13-125-565-10-49-440**

61865 07/27/2023

Inv ARPA 7-13-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/13/2023 | ARPA Recipient (contract for services) | 150-13-000-514-60-41-000 | 1,188.78 |
| Inv ARPA 7-13-23 Total | | | 1,188.78 |
| 61865 Total: | | | 1,188.78 |

| | | | |
|---|---|---|---|
| **hhm - Helping Hands Ministry Total:** | | | 1,188.78 |
| **thc - Herc Rentals Inc. Line Item Account** | | | |
| 61866 | 07/27/2023 | | |
| Inv | 31174508-044 | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 07/09/2023 | Lift #1 gen ste rental (failed permanent unit | 501-23-051-548-68-45-100 | 2,776.95 |
| Inv 31174508-044 Total | | | 2,776.95 |
| Inv | 33793835-001 | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 06/29/2023 | Pump rental for stormpond maintenance | 403-22-050-531-30-31-300 | 3,115.62 |
| Inv 33793835-001 Total | | | 3,115.62 |
| 61866 Total: | | | 5,892.57 |
| **thc - Herc Rentals Inc. Total:** | | | 5,892.57 |
| **UB*03081 - Hoadly, Rick Line Item Account** | | | |
| 61867 | 07/27/2023 | | |
| Inv | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 184.64 |
| Inv Total | | | 184.64 |
| 61867 Total: | | | 184.64 |
| **UB*03081 - Hoadly, Rick Total:** | | | 184.64 |
| **UB*03093 - Hoffman, Justin Line Item Account** | | | |
| 61868 | 07/27/2023 | | |
| Inv | | | |
| Line Item Date | Line Item Description | Line Item Account | |
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 5.13 |
| Inv Total | | | 5.13 |
| 61868 Total: | | | 5.13 |
| **UB*03093 - Hoffman, Justin Total:** | | | 5.13 |
| **HWB - Holmes Weddle & Barcott, PC Line Item Account** | | | |
| 61869 | 07/27/2023 | | |

Inv 825895

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/14/2023 | Randall BIIA Matters | 001-04-004-515-41-41-103 | 1,165.91 |
| Inv 825895 Total | | | 1,165.91 |
| 61869 Total: | | | 1,165.91 |
| **HWB - Holmes Weddle & Barcott, PC Total:** | | | 1,165.91 |

**homecare - Home Care Masters, LLC Line Item Account**

61870 07/27/2023

Inv 6

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/26/2023 | Custodial services 7-1-23 to 7-31-23 | 510-24-053-518-50-48-200 | 3,082.72 |
| Inv 6 Total | | | 3,082.72 |
| 61870 Total: | | | 3,082.72 |
| **homecare - Home Care Masters, LLC Total:** | | | 3,082.72 |

**HSI - HSI EMERGENCY CARE SOLUTIONS INC Line Item Account**

61871 07/27/2023

Inv 1830651

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | HSI CPR AED Cert Card | 001-09-014-522-10-49-100 | 165.43 |
| Inv 1830651 Total | | | 165.43 |

Inv 1830679

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/20/2023 | Online new instructor fee | 001-09-014-522-10-49-100 | 175.00 |
| Inv 1830679 Total | | | 175.00 |

Inv 1831485

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/22/2023 | HSI Instructor guide | 001-09-014-522-10-49-100 | 185.13 |
| Inv 1831485 Total | | | 185.13 |

Inv 1831487

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/21/2023 | HSI Instructor course | 001-09-014-522-10-49-100 | 221.83 |
| Inv 1831487 Total | | | 221.83 |

61871 Total: 747.39

**HSI - HSI EMERGENCY CARE SOLUTIONS INC Total:** 747.39

**UB*03073 - Investor Connect LLC Line Item Account**

61872 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 350.01 |

Inv Total 350.01

61872 Total: 350.01

**UB*03073 - Investor Connect LLC Total:** 350.01

**imc - Issaquah Municipal Court Line Item Account 001-13-117-512-50-41-115**

61873 07/27/2023

Inv SQL JUNE 2023

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/03/2023 | Snoqualmie court filing fees | 001-13-117-512-50-41-115 | 5,912.26 |

Inv SQL JUNE 2023 Total 5,912.26

61873 Total: 5,912.26

**imc - Issaquah Municipal Court Total:** 5,912.26

**kc sh - KC SHERRIFS OFFICE Line Item Account**

61874 07/27/2023

Inv 23-0255

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Fire investigation | 001-09-014-522-50-41-541 | 5,218.00 |

Inv 23-0255 Total 5,218.00

61874 Total: 5,218.00

**kc sh - KC SHERRIFS OFFICE Total:** 5,218.00

**kcf201 - KING COUNTY FINANCE Line Item Account**

61875 07/27/2023

Inv 127435-127435

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Meadowbrook bridge inspection | 310-17-509-542-50-48-801 | 844.01 |

Inv 127435-127435 Total 844.01

Inv 35006747

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/14/2023 | Utility inspection | 402-20-040-535-80-47-501 | 176.00 |
| 06/14/2023 | Utility inspection | 401-18-037-534-81-48-000 | 352.00 |

Inv 35006747 Total 528.00

Inv 35006788

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/15/2023 | Utility inspection | 401-18-037-534-81-48-000 | 2,992.00 |

Inv 35006788 Total 2,992.00

61875 Total: 4,364.01

**kcf201 - KING COUNTY FINANCE Total:** 4,364.01

**kcfca - KING COUNTY FIRE CHIEFS ASSOC Line Item Account**

61876 07/27/2023

Inv 7-11-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | KCFCLS for Bailey & West 2023 Summit | 001-09-014-522-45-43-000 | 570.00 |

Inv 7-11-23 Total 570.00

61876 Total: 570.00

**kcfca - KING COUNTY FIRE CHIEFS ASSOC Total:** 570.00

**kcfire45 - KING COUNTY FIRE DIST 45 Line Item Account**

61877 07/27/2023

Inv 390

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/23/2023 | Shared Staffing cap light 5/22 | 001-09-014-522-20-41-190 | 2,251.44 |

Inv 390 Total 2,251.44

61877 Total: 2,251.44

**kcfire45 - KING COUNTY FIRE DIST 45 Total:** 2,251.44

**kc radio - KING COUNTY RADIO COMM SVCS Line Item Account 001-08-009-521-50-48-000**

61878 07/27/2023

Inv 19842

| Line Item Date | Line Item Description | Line Item Account |
|---|---|---|

| | | | |
|---|---|---|---|
| 06/26/2023 | Radio Access | 001-09-014-522-50-42-100 | 1,037.54 |
| Inv 19842 Total | | | 1,037.54 |
| 61878 Total: | | | 1,037.54 |
| **kc radio - KING COUNTY RADIO COMM SVCS Total:** | | | 1,037.54 |

**kone - KONE Inc. Line Item Account**
61879 07/27/2023
Inv 871085435

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/01/2023 | City Hall elevator maintenance, repair, inspection | 510-24-053-518-20-48-000 | 1,636.57 |
| Inv 871085435 Total | | | 1,636.57 |
| 61879 Total: | | | 1,636.57 |
| **kone - KONE Inc. Total:** | | | 1,636.57 |

**UB*03087 - Kowta, Phani Line Item Account**
61880 07/27/2023
Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 199.76 |
| Inv Total | | | 199.76 |
| 61880 Total: | | | 199.76 |
| **UB*03087 - Kowta, Phani Total:** | | | 199.76 |

**KPGPSOMA - KPG PSOMAS, INC Line Item Account**
61881 07/27/2023
Inv 198298

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/16/2023 | Professional services from 6/2/23 to 6/29/23 | 310-17-507-595-30-41-000 | 4,071.00 |
| Inv 198298 Total | | | 4,071.00 |
| 61881 Total: | | | 4,071.00 |
| **KPGPSOMA - KPG PSOMAS, INC Total:** | | | 4,071.00 |

**kurita - Kurita America Inc. Line Item Account**
61882 07/27/2023

Inv INV766415

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/15/2023 | HVAC radiant floor chemical maintenance and testing | 510-24-053-518-20-48-000 | 587.58 |

Inv INV766415 Total 587.58

Inv INV766416

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/15/2023 | HVAC radiant floor chemical maintenance and testing | 510-24-053-518-20-48-000 | 587.58 |

Inv INV766416 Total 587.58

61882 Total: 1,175.16

**kurita - Kurita America Inc. Total:** 1,175.16

**UB*03084 - Lambert, Derek and Faye Line Item Account**

61883 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 22.60 |

Inv Total 22.60

61883 Total: 22.60

**UB*03084 - Lambert, Derek and Faye Total:** 22.60

**lst - Les Schwab Tires, Inc. Line Item Account 501-23-051-548-68-31-400**

61884 07/27/2023

Inv 36300652777

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/17/2023 | Tire replacment #21 | 501-23-051-548-68-31-400 | 1,367.21 |

Inv 36300652777 Total 1,367.21

Inv 36300652789

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/17/2023 | Front end alignment PD | 501-23-051-548-68-48-000 | 119.89 |

Inv 36300652789 Total 119.89

61884 Total: 1,487.10

**lst - Les Schwab Tires, Inc. Total:** 1,487.10

**UB*03076 - Leslie, Michelle Line Item Account**

| Check Number | Check Date | A |
|---|---|---|

61885 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 184.64 |
| Inv Total | | | 184.64 |
| 61885 Total: | | | 184.64 |

**UB*03076 - Leslie, Michelle Total:** 184.64

**UB*03074 - Leung, Peter Line Item Account**

61886 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 372.20 |
| Inv Total | | | 372.20 |
| 61886 Total: | | | 372.20 |

**UB*03074 - Leung, Peter Total:** 372.20

**lewislaw - Lewis & Laws, PLLC Line Item Account**

61887 07/27/2023

Inv DEC-04

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Snoqualmie conflict case - Thompson | 001-13-117-515-91-41-111 | 400.00 |
| Inv DEC-04 Total | | | 400.00 |
| 61887 Total: | | | 400.00 |

**lewislaw - Lewis & Laws, PLLC Total:** 400.00

**lai - Life Assist, Inc. Line Item Account 001-09-014-522-20-31-912**

61888 07/27/2023

Inv 1342500

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Test strips one touch | 001-09-014-522-20-31-912 | 260.12 |
| Inv 1342500 Total | | | 260.12 |
| 61888 Total: | | | 260.12 |

**lai - Life Assist, Inc. Total:** 260.12

**UB*03088 - Mandinach, Laura Line Item Account**
61889 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 200.11 |
| 07/19/2023 | Refund Check | 001-00-000-213-10-00-000 | 0.48 |
| 07/19/2023 | Refund Check | 001-00-000-213-10-00-000 | 1.48 |
| 07/19/2023 | Refund Check | 402-00-000-213-10-00-000 | 16.43 |
| 07/19/2023 | Refund Check | 403-00-000-213-10-00-000 | 5.33 |
| 07/19/2023 | Refund Check | 001-00-000-213-10-00-000 | 0.84 |
| Inv Total | | | 224.67 |
| 61889 Total: | | | 224.67 |
| **UB*03088 - Mandinach, Laura Total:** | | | 224.67 |

**UB*03095 - Mardiyev, Vadim Line Item Account**
61890 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/27/2023 | Refund Check | 401-00-000-213-10-00-000 | 206.13 |
| Inv Total | | | 206.13 |
| 61890 Total: | | | 206.13 |
| **UB*03095 - Mardiyev, Vadim Total:** | | | 206.13 |

**UB*03091 - Martindale, Mickey Line Item Account**
61891 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 001-00-000-213-10-00-000 | 0.40 |
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 162.82 |
| 07/19/2023 | Refund Check | 001-00-000-213-10-00-000 | 0.70 |
| 07/19/2023 | Refund Check | 402-00-000-213-10-00-000 | 13.70 |
| 07/19/2023 | Refund Check | 403-00-000-213-10-00-000 | 4.44 |
| 07/19/2023 | Refund Check | 001-00-000-213-10-00-000 | 1.23 |
| Inv Total | | | 183.29 |
| 61891 Total: | | | 183.29 |
| **UB*03091 - Martindale, Mickey Total:** | | | 183.29 |

**UB*03089 - Meads, Brad Line Item Account**
61892 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 345.00 |

Inv Total 345.00

61892 Total: 345.00

**UB*03089 - Meads, Brad Total:** 345.00

**mp - Minuteman Press Line Item Account**

61893 07/27/2023

Inv 90948

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Business cards | 001-08-009-521-22-49-300 | 126.39 |

Inv 90948 Total 126.39

Inv 90959

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Business cards Justin Ren | 401-18-037-534-81-49-300 | 49.01 |

Inv 90959 Total 49.01

Inv 91002

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/12/2023 | Business cards - Interim cheif | 001-08-009-521-22-49-300 | 104.08 |

Inv 91002 Total 104.08

Inv 91022

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/14/2023 | Business cards - 669 A. Gutwein | 001-08-009-521-22-49-300 | 104.08 |

Inv 91022 Total 104.08

61893 Total: 383.56

**mp - Minuteman Press Total:** 383.56

**lolm - Moberly, Lynn Line Item Account 001-13-117-515-41-41-110**

61894 07/27/2023

Inv June 2023

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Snoqualie prosecutor - June 2023 | 001-13-117-515-41-41-110 | 6,000.00 |

Inv June 2023 Total 6,000.00

61894 Total: 6,000.00

**lolm - Moberly, Lynn Total:** 6,000.00

**monroecc - Monroe Correctional Complex Line Item Account**
61895 07/27/2023
Inv MCC2305.1518

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/12/2023 | Stormpond Maintenance | 403-22-050-531-45-48-000 | 707.40 |

Inv MCC2305.1518 Total 707.40

61895 Total: 707.40

**monroecc - Monroe Correctional Complex Total:** 707.40

**UB*03094 - Murray, Tarrah Line Item Account**
61896 07/27/2023
Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 26.40 |

Inv Total 26.40

61896 Total: 26.40

**UB*03094 - Murray, Tarrah Total:** 26.40

**nhc - Northwest Hydraulic Consultants, Inc Line Item Account 130-14-032-558-60-41-080**
61897 07/27/2023
Inv 29562

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/19/2023 | Professional services ending 3/31/23 | 403-22-050-531-45-41-040 | 16,865.85 |

Inv 29562 Total 16,865.85

Inv 29955

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/18/2023 | Professioanl services for period ending 6/30/23 | 417-13-406-594-31-41-060 | 42,095.25 |

Inv 29955 Total 42,095.25

Inv 29969

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Task order 47 - professional servics ending 6/30/23 | 403-22-019-531-10-41-000 | 24,551.39 |

Inv 29969 Total 24,551.39

| | | | |
|---|---|---|---|
| 61897 Total: | | | 83,512.49 |
| **nhc - Northwest Hydraulic Consultants, Inc Total:** | | | 83,512.49 |

**Panorama - Panorama Apartments, LLC Line Item Account**

61898 07/27/2023

Inv ARPA 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/13/2023 | Arpa Recipients $5,000 each for T. Weisharr, A. Garcia, A.Maxwel | 150-13-132-565-10-49-462 | 15,000.00 |
| Inv ARPA 7-23 Total | | | 15,000.00 |
| 61898 Total: | | | 15,000.00 |
| **Panorama - Panorama Apartments, LLC Total:** | | | 15,000.00 |

**perrellj - Perrell, Jesse Line Item Account**

61899 07/27/2023

Inv Refund J. Perre

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 03/23/2023 | Park Rental Refund - Gigantic bike Festival | 001-12-000-347-30-00-010 | 1,750.00 |
| Inv Refund J. Perre Total | | | 1,750.00 |
| 61899 Total: | | | 1,750.00 |
| **perrellj - Perrell, Jesse Total:** | | | 1,750.00 |

**PBBIPP - PITNEY BOWES BANK INC PURCHASE POWER Line Item Account**

61900 07/27/2023

Inv PP 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/18/2023 | Purchase power credit line | 001-13-000-518-90-42-300 | 39.99 |
| Inv PP 7-23 Total | | | 39.99 |
| 61900 Total: | | | 39.99 |
| **PBBIPP - PITNEY BOWES BANK INC PURCHASE POWER Total:** | | | 39.99 |

**pwc - Pollardwater Line Item Account**

61901 07/27/2023

Inv WP042581

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/15/2023 | Storz cap | 401-18-037-534-81-31-300 | 277.64 |

Inv WP042581 Total 277.64

Inv WP042622

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Storz cap | 401-18-037-534-81-31-300 | 92.51 |

Inv WP042622 Total 92.51

61901 Total: 370.15

**pwc - Pollardwater Total:** 370.15

**PSF MECH - PSF MECHANICAL, INC Line Item Account**

61902 07/27/2023

Inv 2864-03

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/31/2023 | Fire station boiler replacment const. up to 7/31/2023 | 310-13-701-594-18-63-000 | 44,371.31 |

Inv 2864-03 Total 44,371.31

61902 Total: 44,371.31

**PSF MECH - PSF MECHANICAL, INC Total:** 44,371.31

**pse - Puget Sound Energy Line Item Account 001-08-009-521-50-47-100**

61903 07/27/2023

Inv 943807 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/14/2023 | Electricity Street Lighting Account 220026943807 | 001-16-035-542-63-47-100 | 21.53 |

Inv 943807 7-23 Total 21.53

Inv PSE 001499 7-5

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | Electricity - Street Lighting | 001-16-035-542-63-47-100 | 5,779.81 |

Inv PSE 001499 7-5 Total 5,779.81

Inv PSE 002042 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Electricity | 401-19-039-539-35-47-100 | 2,146.46 |
| 07/07/2023 | Electricity | 001-12-028-576-80-47-100 | 164.52 |

Inv PSE 002042 7-23 Total 2,310.98

Inv PSE 005615 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Electricity | 510-24-053-518-20-47-100 | 276.27 |

Inv PSE 005615 7-23 Total 276.27

Inv PSE 007124 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Electricity | 402-20-045-535-65-47-100 | 30.97 |

Inv PSE 007124 7-23 Total 30.97

Inv PSE 00735 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Electricity | 001-12-028-576-80-47-100 | 2,421.28 |

Inv PSE 00735 7-23 Total 2,421.28

Inv PSE 010474 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Electricity | 510-24-053-518-20-47-100 | 357.90 |
| 07/07/2023 | Electricity & Natural gas | 402-20-040-535-80-47-100 | 1,061.49 |

Inv PSE 010474 7-23 Total 1,419.39

Inv PSE 010565 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Electricity& Natural Gas | 402-20-045-535-65-47-100 | 27,202.96 |
| 07/07/2023 | Electricity& Natural Gas | 402-20-040-535-80-47-100 | 99.47 |

Inv PSE 010565 7-23 Total 27,302.43

Inv PSE 257959 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/07/2023 | Electricity | 001-09-014-522-50-47-100 | 1,139.37 |
| 07/07/2023 | Electricity | 001-10-017-525-60-47-100 | 182.31 |

Inv PSE 257959 7-23 Total 1,321.68

Inv PSE FIRE 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/05/2023 | PSE July bill electricity | 001-09-014-522-50-47-100 | 1,321.68 |

Inv PSE FIRE 7-23 Total 1,321.68

Inv PSE PD 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/29/2023 | PD building | 510-24-053-518-20-47-100 | 1,770.92 |

Inv PSE PD 7-23 Total 1,770.92

61903 Total: 43,976.94

**pse - Puget Sound Energy Total:** 43,976.94

**rh2 - RH2 Engineering, Inc. Line Item Account**
61904 07/27/2023

Inv 91560

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | Kimball creek lift station Equipt submittal review | 417-13-454-594-35-41-040 | 16,427.88 |

Inv 91560 Total 16,427.88

Inv 91561

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | Update engineering report following QA/QC review | 417-13-455-594-35-41-060 | 5,775.31 |

Inv 91561 Total 5,775.31

Inv 91566

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | Professional services ending 7/2/23 | 401-18-019-534-10-41-000 | 2,144.30 |

Inv 91566 Total 2,144.30

61904 Total: 24,347.49

**rh2 - RH2 Engineering, Inc. Total:** 24,347.49

**roberth - Robert Half Line Item Account**
61905 07/27/2023

Inv 62290368

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/17/2023 | Contractor - Munis ERP week ending 7/14/23 (9.37 Hrs) | 502-11-023-594-18-41-190 | 468.50 |
| 07/17/2023 | Contractor - Gen Finance week ending 7/14/23 (30.08 Hrs) | 001-06-007-514-23-41-190 | 1,504.00 |

Inv 62290368 Total 1,972.50

Inv 6232440

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/25/2023 | Contactor -Munis ERP week ending 7/21/23 (5.12 Hrs) | 502-11-023-594-18-41-190 | 256.00 |
| 07/25/2023 | Contactor - Gen Finance week ending 7/21/23 (33.25 Hrs) | 001-06-007-514-23-41-190 | 1,662.50 |

Inv 6232440 Total 1,918.50

61905 Total: 3,891.00

**roberth - Robert Half Total:** 3,891.00

**UB*03080 - Rosenberg, Jennifer Line Item Account**
61906 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 211.68 |

Inv Total 211.68

61906 Total: 211.68

**UB*03080 - Rosenberg, Jennifer Total:** 211.68

**SafetyK - Safety-Kleen Line Item Account**

61907 07/27/2023

Inv 92195186

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/29/2023 | Recycle used oil | 402-20-040-535-80-31-300 | 298.10 |

Inv 92195186 Total 298.10

61907 Total: 298.10

**SafetyK - Safety-Kleen Total:** 298.10

**samsp - Sams, Peter Line Item Account**

61908 07/27/2023

Inv 628

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/27/2023 | Sound system music in the park event | 001-28-061-573-20-41-000 | 1,300.00 |

Inv 628 Total 1,300.00

61908 Total: 1,300.00

**samsp - Sams, Peter Total:** 1,300.00

**UB*03086 - Sorenson, Ron Line Item Account**

61909 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 181.11 |

Inv Total 181.11

61909 Total: 181.11

**UB*03086 - Sorenson, Ron Total:** 181.11

**soundpub - Sound Publishing, Inc. Line Item Account**

61910 07/27/2023

Inv 8106838

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/01/2023 | Hello Summer print Ad & Digital ad - Valley record | 110-26-112-557-30-41-390 | 600.00 |
| Inv 8106838 Total | | | 600.00 |
| 61910 Total: | | | 600.00 |
| **soundpub - Sound Publishing, Inc. Total:** | | | 600.00 |

**AR-SRII - SRII Partner's LLC Line Item Account**

61911 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/26/2023 | AR Refund | 001-00-000-213-10-00-000 | 2,488.13 |
| Inv Total | | | 2,488.13 |
| 61911 Total: | | | 2,488.13 |
| **AR-SRII - SRII Partner's LLC Total:** | | | 2,488.13 |

**auditor - State Auditor's Office Line Item Account 511-25-019-514-23-41-091**

61912 07/27/2023

Inv L155649

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/13/2023 | 2021 Audit services - June | 001-06-007-514-23-41-091 | 2,880.00 |
| Inv L155649 Total | | | 2,880.00 |
| 61912 Total: | | | 2,880.00 |
| **auditor - State Auditor's Office Total:** | | | 2,880.00 |

**shredit - Stericycle, Inc. Line Item Account 511-25-054-518-50-41-000**

61913 07/27/2023

Inv 8004193422

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Shredding services - City Hall/Police/PW/Fire | 001-05-005-514-20-41-000 | 288.54 |
| Inv 8004193422 Total | | | 288.54 |
| 61913 Total: | | | 288.54 |

**shredit - Stericycle, Inc. Total:** 288.54

**steri fd - Stericycle, Inc. (FD) Line Item Account 001-09-014-522-10-41-000**

61914 07/27/2023

Inv 5196

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Monthly shred service | 001-09-014-522-10-41-000 | 10.36 |
| Inv 5196 Total | | | 10.36 |
| 61914 Total: | | | 10.36 |

**steri fd - Stericycle, Inc. (FD) Total:** 10.36

**UB*03078 - Stover, Klara Line Item Account**

61915 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 403-00-000-213-10-00-000 | 2.73 |
| 07/19/2023 | Refund Check | 001-00-000-213-10-00-000 | 0.87 |
| 07/19/2023 | Refund Check | 001-00-000-213-10-00-000 | 0.29 |
| Inv Total | | | 3.89 |
| 61915 Total: | | | 3.89 |

**UB*03078 - Stover, Klara Total:** 3.89

**stryker - Stryker Sales, LLC Line Item Account**

61916 07/27/2023

Inv 4208678M

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | Cot fastener | 001-09-014-522-50-31-300 | 510.00 |
| Inv 4208678M Total | | | 510.00 |

Inv 4208680M

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | Power Cot | 001-09-014-522-50-31-300 | 316.00 |
| Inv 4208680M Total | | | 316.00 |

Inv 4208681M

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | Half Shell and hours | 001-09-014-522-50-31-300 | 273.68 |
| Inv 4208681M Total | | | 273.68 |

Inv 4208682M

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | Cot fasteners | 001-09-014-522-50-31-300 | 510.00 |

Inv 4208682M Total 510.00

Inv 4208683M

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | Power Cot | 001-09-014-522-50-31-300 | 316.00 |

Inv 4208683M Total 316.00

Inv 4208684M

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | Half shell | 001-09-014-522-50-31-300 | 273.68 |

Inv 4208684M Total 273.68

Inv 4209679

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/25/2023 | Grip Arm and Labor | 001-09-014-522-50-31-300 | 172.98 |

Inv 4209679 Total 172.98

61916 Total: 2,372.34

**stryker - Stryker Sales, LLC Total:** 2,372.34

**vect - Target Solutions Learning, LLC Line Item Account**

61917 07/27/2023

Inv 74696

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/01/2023 | Training platform/software | 001-09-014-522-45-43-000 | 1,030.00 |

Inv 74696 Total 1,030.00

61917 Total: 1,030.00

**vect - Target Solutions Learning, LLC Total:** 1,030.00

**tsi lw - Technical Systems, Inc. Line Item Account**

61918 07/27/2023

Inv 8162-004

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/27/2023 | South Well 1040 ps | 401-18-037-534-82-48-000 | 1,524.60 |

Inv 8162-004 Total 1,524.60

| | | | |
|---|---|---|---|
| 61918 Total: | | | 1,524.60 |
| **tsi lw - Technical Systems, Inc. Total:** | | | 1,524.60 |

**gsi - The Grange Supply, Inc. Line Item Account**

61919 07/27/2023

Inv 745113

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/25/2023 | Crossbow and roundup | 401-18-037-534-81-31-300 | 187.15 |
| Inv 745113 Total | | | 187.15 |
| 61919 Total: | | | 187.15 |
| **gsi - The Grange Supply, Inc. Total:** | | | 187.15 |

**twwp - The Workwear Place Line Item Account**

61920 07/27/2023

Inv 2369

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/29/2023 | Stell toe boots | 401-19-039-539-35-23-100 | 108.99 |
| Inv 2369 Total | | | 108.99 |

Inv 2372

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/12/2023 | Clothing allowance - Don | 501-23-051-548-68-23-100 | 143.67 |
| Inv 2372 Total | | | 143.67 |

Inv 2378

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | Clothing allowance - Kevin S. | 501-23-051-548-68-23-100 | 108.97 |
| Inv 2378 Total | | | 108.97 |
| 61920 Total: | | | 361.63 |
| **twwp - The Workwear Place Total:** | | | 361.63 |

**westpay - Thomson Reuters - West Pymt. Center Line Item Account**

61921 07/27/2023

Inv 848259336

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/01/2023 | Officer Research dtatabase monthly fee- April #1004027707 | 001-08-009-521-10-49-200 | 205.82 |
| Inv 848259336 Total | | | 205.82 |

Inv 848384165

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/04/2023 | Monthly subscription west law-legal research #1000195318 | 001-04-004-515-31-49-200 | 868.59 |

Inv 848384165 Total 868.59

Inv 848551476

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/01/2023 | Montly subscription west law - legal research 1000195318 | 001-04-004-515-31-49-200 | 868.59 |

Inv 848551476 Total 868.59

Inv 848581845

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/01/2023 | Office research database monthly fee -June #1004027707 | 001-08-009-521-10-49-200 | 205.82 |

Inv 848581845 Total 205.82

61921 Total: 2,148.82

**westpay - Thomson Reuters - West Pymt. Center Total:** 2,148.82

**transsol - Transportation Solutions, Inc. Line Item Account**

61922 07/27/2023

Inv 19340

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/24/2023 | Professional services from 7/16/23 - 7/15/23 | 310-17-502-595-69-41-060 | 3,481.00 |

Inv 19340 Total 3,481.00

61922 Total: 3,481.00

**transsol - Transportation Solutions, Inc. Total:** 3,481.00

**unitedsi - United Site Services Line Item Account**

61923 07/27/2023

Inv 1819989

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Portable toilet service for D.O.C. operations | 403-22-050-531-45-48-000 | 185.00 |

Inv 1819989 Total 185.00

61923 Total: 185.00

**unitedsi - United Site Services Total:** 185.00

**ufs/bart - Urban Forestry Services/Bartlett Consulting Line Item Account**

61924 07/27/2023

Inv 2023-955

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Steller Way soil testing | 403-22-030-531-90-41-000 | 150.00 |
| Inv 2023-955 Total | | | 150.00 |

Inv 2023-956

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Steller Way soil testing | 403-22-030-531-90-41-000 | 919.65 |
| Inv 2023-956 Total | | | 919.65 |
| 61924 Total: | | | 1,069.65 |
| **ufs/bart - Urban Forestry Services/Bartlett Consulting Total:** | | | 1,069.65 |

**valleyd - Valley Defenders, PLLC Line Item Account 001-13-117-515-91-41-111**

61925 07/27/2023

Inv May-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Snoqualmie Public Defender - May 2023 cases | 001-13-117-515-91-41-111 | 6,650.00 |
| Inv May-23 Total | | | 6,650.00 |
| 61925 Total: | | | 6,650.00 |
| **valleyd - Valley Defenders, PLLC Total:** | | | 6,650.00 |

**vfg - Van Ness, Feldman, LLP Line Item Account 130-14-032-558-60-41-100**

61926 07/27/2023

Inv 440181

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | City wastewater property rezone/lease | 001-04-004-515-41-41-100 | 5,882.50 |
| Inv 440181 Total | | | 5,882.50 |

Inv 440182

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/17/2023 | City wastewater property rezone/lease | 001-04-004-515-41-41-100 | 4,070.00 |
| Inv 440182 Total | | | 4,070.00 |
| 61926 Total: | | | 9,952.50 |
| **vfg - Van Ness, Feldman, LLP Total:** | | | 9,952.50 |

**veriz 3 - Verizon (PD) Line Item Account 511-25-054-518-50-42-010**

61927 07/27/2023

Inv 9937463629

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | PD Cell phones - June | 502-11-020-518-88-42-010 | 1,678.47 |
| Inv 9937463629 Total | | | 1,678.47 |
| 61927 Total: | | | 1,678.47 |
| **veriz 3 - Verizon (PD) Total:** | | | 1,678.47 |

**dot nwr - WA ST DOT Northwest Region Line Item Account**

61928 07/27/2023

Inv RE 41 JZ1747 L0

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | WSDOT Pre-Con coordination | 310-17-507-595-30-63-000 | 84.32 |
| Inv RE 41 JZ1747 L0 Total | | | 84.32 |

Inv RE41JZ1747L002

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 03/13/2023 | WSDOT technical review fees for Pkwy improvements | 310-17-507-595-30-41-000 | 691.24 |
| Inv RE41JZ1747L002 Total | | | 691.24 |

Inv RE41JZ1747L003

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 04/17/2023 | WSDOT technical review fees for Pkwy improvements | 310-17-507-595-30-41-000 | 1,132.69 |
| Inv RE41JZ1747L003 Total | | | 1,132.69 |
| 61928 Total: | | | 1,908.25 |
| **dot nwr - WA ST DOT Northwest Region Total:** | | | 1,908.25 |

**wml - Water Management Laboratories, Inc. Line Item Account**

61929 07/27/2023

Inv 212738

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/26/2023 | Arsenic Sample | 401-18-037-534-81-41-000 | 30.00 |
| Inv 212738 Total | | | 30.00 |

Inv 212939

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Nitrogen Manganese sample | 401-18-037-534-81-41-000 | 96.00 |

Inv 212939 Total 96.00

Inv 212952

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | TTHM HAA sampling | 401-18-037-534-81-41-000 | 1,004.00 |

Inv 212952 Total 1,004.00

61929 Total: 1,130.00

**wml - Water Management Laboratories, Inc. Total:** 1,130.00

**Rich - Waters, Richard Line Item Account**

61930 07/27/2023

Inv 8-1-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 08/01/2023 | Pre show, magic show, balloon twisting -Natl Night out event | 001-08-009-521-10-49-100 | 500.00 |

Inv 8-1-23 Total 500.00

61930 Total: 500.00

**Rich - Waters, Richard Total:** 500.00

**wesspur - WesSpur Tree Equipment, Inc. Line Item Account**

61931 07/27/2023

Inv 2703090

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 05/31/2023 | Arborist cutting supplies | 403-22-030-531-90-31-300 | 230.85 |

Inv 2703090 Total 230.85

Inv 2703335

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/13/2023 | PPE for chainsaw use/cutting supplies | 403-22-030-531-90-31-300 | 547.29 |

Inv 2703335 Total 547.29

Inv 2703396

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | PPE for chainsaw use | 403-22-030-531-90-31-300 | 185.88 |

Inv 2703396 Total 185.88

61931 Total: 964.02

**wesspur - WesSpur Tree Equipment, Inc. Total:** 964.02

**wlace - Westlake Ace Hardware Line Item Account**

61932 07/27/2023

Inv 15309439

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/12/2023 | Paint supplies | 401-18-037-534-81-31-300 | 35.01 |

Inv 15309439 Total 35.01

Inv 15309458

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/14/2023 | Pliers | 401-18-037-534-81-31-300 | 30.51 |

Inv 15309458 Total 30.51

Inv 15309483

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Facility parts and supplies | 510-24-053-518-20-31-300 | 43.10 |

Inv 15309483 Total 43.10

Inv 15309485

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Facility parts and supplies | 510-24-053-518-20-31-300 | 57.70 |

Inv 15309485 Total 57.70

Inv 15309502

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/20/2023 | Facility parts and supplies | 510-24-053-518-20-31-300 | 23.41 |

Inv 15309502 Total 23.41

61932 Total: 189.73

**wlace - Westlake Ace Hardware Total:** 189.73

**UB*03075 - Ybarra, Debra Line Item Account**

61933 07/27/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Refund Check | 401-00-000-213-10-00-000 | 215.52 |

Inv Total 215.52

61933 Total: 215.52

**UB*03075 - Ybarra, Debra Total:** 215.52

| Check Number | Check Date | A | |
|---|---|---|---|
| Total: | | | 566,146.35 |

# Accounts Payable

## Blanket Voucher Approval Document

User: ITreptow
Printed: 07/31/2023 - 3:44PM
Warrant Request Date: 7/31/2023
DAC Fund:

#37

Batch: 00006.07.2023 - 7-31-23 Check Run

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 71,316.64,
for claims warrants numbered 61934 through 61969 & dated 7/31/23.

| Line | Claimant | Voucher No. | Amount |
|---|---|---|---|
| 1 | Animal Encounters | 000061934 | 2,495.00 |
| 2 | BUILDERS HARDWARE & SUPPLY CO INC | 000061937 | 1,723.02 |
| 3 | C & B AWARDS ENGRAVING ETC | 000061938 | 460.88 |
| 4 | Occupational Health Centers of WA, P.S. | 000061954 | 772.00 |
| 5 | Corporate Payment Systems | 000061939 | 532.50 |
| 6 | D Square Energy LLC | 000061940 | 1,109.63 |
| 7 | ESPY Case Solutions | 000061941 | 2,135.67 |
| 8 | GEN DIGITAL INC | 000061942 | 175.23 |
| 9 | Government Finance Officers Assn | 000061943 | 150.00 |
| 10 | The Goodyear Tire & Rubber Co. | 000061960 | 4,803.67 |
| 11 | Grainger | 000061944 | 730.55 |
| 12 | K & L Gates LLP | 000061945 | 7,702.70 |
| 13 | Kaae,James | 000061946 | 1,857.94 |
| 14 | Lowe's Business Account | 000061949 | 455.52 |
| 15 | Language Line Services | 000061947 | 19.89 |
| 16 | Les Schwab Tires, Inc. | 000061948 | 954.04 |
| 17 | Matzke Polygraph, LLC | 000061950 | 250.00 |
| 18 | Navia Benefit Solutions | 000061951 | 430.00 |
| 19 | North Bend Auto Parts, Inc. (Fleet) | 000061952 | 2,959.74 |
| 20 | North Bend Chevrolet | 000061953 | 713.03 |
| 21 | Ogden Murphy Wallace Attorneys | 000061955 | 14,790.00 |
| 22 | ORKIN | 000061956 | 285.31 |
| 23 | Otak, Inc. | 000061957 | 10,864.06 |
| 24 | Brumfield,Samantha | 000061936 | 81.55 |
| 25 | Spok, Inc. | 000061958 | 28.24 |
| 26 | ASHBAUGH BEAL | 000061935 | 2,221.75 |
| 27 | Summit Law Group | 000061959 | 5,074.00 |
| 28 | Topsy Turvy Events LLC | 000061962 | 1,447.28 |
| 29 | Turf Star, Inc. | 000061963 | 606.74 |
| 30 | Unum Life Insurance | 000061964 | 70.50 |
| 31 | US Postmaster | 000061965 | 1,625.70 |
| 32 | Verizon (PD) | 000061966 | 1,748.79 |
| 33 | VisionQuest Window Cleaning, Inc. | 000061967 | 1,050.00 |
| 34 | Thomson Reuters - West Pymt. Center | 000061961 | 868.59 |
| 35 | Westlake Ace Hardware | 000061968 | 123.12 |
| | | Page Total: | $71,316.64 |
| | | Grand Total: | $71,316.64 |

# Accounts Payable

## Check Detail

User: ITreptow
Printed: 08/01/2023 - 12:10PM

| Check Number | Check Date | | | Amount |
|---|---|---|---|---|
| **AnEn - Animal Encounters Line Item Account** | | | | |
| 61934 | 07/31/2023 | | | |
| Inv 7-25-23 | | | | |
| Line Item Date | Line Item Description | | Line Item Account | |
| 04/25/2023 | Petting zoo for national night out | | 001-08-009-521-10-49-100 | 2,495.00 |
| Inv 7-25-23 Total | | | | 2,495.00 |
| 61934 Total: | | | | 2,495.00 |
| **AnEn - Animal Encounters Total:** | | | | 2,495.00 |
| **stanisla - ASHBAUGH BEAL Line Item Account 001-04-004-515-41-41-102** | | | | |
| 61935 | 07/31/2023 | | | |
| Inv 79837 | | | | |
| Line Item Date | Line Item Description | | Line Item Account | |
| 06/30/2023 | Review of brief and espy case storage | | 001-04-004-515-41-41-102 | 2,221.75 |
| Inv 79837 Total | | | | 2,221.75 |
| 61935 Total: | | | | 2,221.75 |
| **stanisla - ASHBAUGH BEAL Total:** | | | | 2,221.75 |
| **SBrum - Brumfield, Samantha Line Item Account** | | | | |
| 61936 | 07/31/2023 | | | |
| Inv REIMB Brumfield | | | | |
| Line Item Date | Line Item Description | | Line Item Account | |
| 07/27/2023 | Reimbursment for food purchased for LEEN Training | | 001-07-008-557-20-49-100 | 81.55 |
| Inv REIMB Brumfield Total | | | | 81.55 |
| 61936 Total: | | | | 81.55 |
| **SBrum - Brumfield, Samantha Total:** | | | | 81.55 |
| **bhs - BUILDERS HARDWARE & SUPPLY CO INC Line Item Account** | | | | |
| 61937 | 07/31/2023 | | | |

Inv S3848104.001

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/13/2023 | Police cheif offic/assistant to office relock | 510-24-053-518-20-31-300 | 1,578.62 |

Inv S3848104.001 Total 1,578.62

Inv S3848104.002

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/18/2023 | Lock set | 510-24-053-518-20-31-300 | 116.63 |

Inv S3848104.002 Total 116.63

Inv S3848104.003

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/18/2023 | Keys | 510-24-053-518-20-31-300 | 27.77 |

Inv S3848104.003 Total 27.77

61937 Total: 1,723.02

**bhs - BUILDERS HARDWARE & SUPPLY CO INC Total:** 1,723.02

**candbaw - C & B AWARDS ENGRAVING ETC Line Item Account**

61938 07/31/2023

Inv 10037

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/27/2023 | Lifesaver award plaques (8) - 2020-2021 | 001-08-009-521-22-49-300 | 460.88 |

Inv 10037 Total 460.88

61938 Total: 460.88

**candbaw - C & B AWARDS ENGRAVING ETC Total:** 460.88

**90099 - CITY OF SNOQUALMIE Line Item Account**

61969 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 FSA | 631-00-000-231-50-15-000 | 1,258.25 |

Inv Total 1,258.25

61969 Total: 1,258.25

**90099 - CITY OF SNOQUALMIE Total:** 1,258.25

**corppay - Corporate Payment Systems Line Item Account**

| Check Number | Check Date | A |
|---|---|---|

61939 07/31/2023

Inv DM 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/24/2023 | Mailchimp monthly subscription | 001-07-008-557-20-49-200 | 29.40 |
| Inv DM 7-23 Total | | | 29.40 |

Inv NW 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/21/2023 | Green Room Supplies/food for music in the park event | 001-28-065-573-90-31-900 | 54.91 |
| 07/21/2023 | Big truck day vendor appreciation | 001-28-065-573-90-31-900 | 20.00 |
| 07/21/2023 | Plein Air event stamp | 012-13-115-573-20-31-910 | 32.40 |
| 07/21/2023 | LEAN Training lunch | 001-07-008-557-20-49-100 | 65.33 |
| 07/21/2023 | City Root Beer floats/funeral flowers for Mark Gerken | 001-01-001-513-10-49-100 | 330.46 |
| Inv NW 7-23 Total | | | 503.10 |

61939 Total: 532.50

**corppay - Corporate Payment Systems Total:** 532.50

**d square - D Square Energy LLC Line Item Account**

61940 07/31/2023

Inv WO-57743

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Annual Gen set service and repair (YMCA) | 501-23-051-548-68-48-000 | 1,109.63 |
| Inv WO-57743 Total | | | 1,109.63 |

61940 Total: 1,109.63

**d square - D Square Energy LLC Total:** 1,109.63

**90300 - DiMartino Associates Line Item Account**

61970 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 Brown & Brown DBA DiMartino | 631-00-000-231-50-14-000 | 409.50 |
| Inv Total | | | 409.50 |

61970 Total: 409.50

**90300 - DiMartino Associates Total:** 409.50

**espy - ESPY Case Solutions Line Item Account**

61941 07/31/2023

Inv 118658

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/20/2023 | Epsy Case Solutions - Document Managment Files | 001-04-004-515-41-41-102 | 2,135.67 |

Inv 118658 Total 2,135.67

61941 Total: 2,135.67

**espy - ESPY Case Solutions Total:** 2,135.67

**GENDIGIT - GEN DIGITAL INC Line Item Account**

61942 07/31/2023

Inv COS0019

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 08/05/2023 | Norton lifelock membership 7-1-23 - 7-31-23 | 001-06-075-518-10-49-200 | 175.23 |

Inv COS0019 Total 175.23

61942 Total: 175.23

**GENDIGIT - GEN DIGITAL INC Total:** 175.23

**gfoa - Government Finance Officers Assn Line Item Account**

61943 07/31/2023

Inv 23GFOAGK

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/31/2023 | GFOA Dues - 2023 - J Knutsen | 001-06-007-514-23-49-200 | 150.00 |

Inv 23GFOAGK Total 150.00

61943 Total: 150.00

**gfoa - Government Finance Officers Assn Total:** 150.00

**grainger - Grainger Line Item Account**

61944 07/31/2023

Inv 9765681649

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | Lithium battery replacments | 510-24-053-518-20-31-300 | 137.00 |

Inv 9765681649 Total 137.00

Inv 9766265780

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/11/2023 | Electrical cover plate council chambers | 510-24-053-518-20-31-300 | 593.55 |

Inv 9766265780 Total 593.55

| | | | |
|---|---|---|---|
| 61944 Total: | | | 730.55 |
| **grainger - Grainger Total:** | | | 730.55 |

**90035 - IAFF Firepac-Political Affairs Dept. Line Item Account**

61971 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 IAFF-FirePac | 631-00-000-231-50-50-000 | 4.18 |
| Inv Total | | | 4.18 |
| 61971 Total: | | | 4.18 |
| **90035 - IAFF Firepac-Political Affairs Dept. Total:** | | | 4.18 |

**90045 - IAFF LOCAL #2878 Line Item Account**

61972 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 IAFF-Local 2878 Fire | 631-00-000-231-50-21-000 | 2,917.26 |
| Inv Total | | | 2,917.26 |
| 61972 Total: | | | 2,917.26 |
| **90045 - IAFF LOCAL #2878 Total:** | | | 2,917.26 |

**K&L - K & L Gates LLP Line Item Account**

61945 07/31/2023

Inv 4206830

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Legal Advice PD Agreement with Tribe | 001-04-004-515-41-41-100 | 7,702.70 |
| Inv 4206830 Total | | | 7,702.70 |
| 61945 Total: | | | 7,702.70 |
| **K&L - K & L Gates LLP Total:** | | | 7,702.70 |

**kaaej - Kaae, James Line Item Account**

61946 07/31/2023

Inv REIMB J. Kaae

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/31/2023 | Per diem, loding and travel to handgun instruction training | 014-08-012-521-40-43-000 | 1,857.94 |

| | | | |
|---|---|---|---|
| Inv REIMB J. Kaae Total | | | 1,857.94 |
| 61946 Total: | | | 1,857.94 |
| **kaaej - Kaae, James Total:** | | | 1,857.94 |

**lls - Language Line Services Line Item Account 001-08-009-521-22-41-000**

61947 07/31/2023

Inv 11045182

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/30/2023 | Spanish interpreter - 628 Draveling | 001-08-009-521-22-41-000 | 19.89 |
| Inv 11045182 Total | | | 19.89 |
| 61947 Total: | | | 19.89 |
| **lls - Language Line Services Total:** | | | 19.89 |

**lst - Les Schwab Tires, Inc. Line Item Account 501-23-051-548-68-31-400**

61948 07/31/2023

Inv 36300654571

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | Front end alignment and parts #238 | 501-23-051-548-68-48-000 | 954.04 |
| Inv 36300654571 Total | | | 954.04 |
| 61948 Total: | | | 954.04 |
| **lst - Les Schwab Tires, Inc. Total:** | | | 954.04 |

**lba - Lowe's Business Account Line Item Account**

61949 07/31/2023

Inv 39886

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/07/2023 | Fencing materials | 001-12-028-576-80-31-300 | 145.39 |
| Inv 39886 Total | | | 145.39 |

Inv 7-23 Statement

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/01/2023 | Credit card fees | 001-12-028-576-80-31-300 | 34.00 |
| Inv 7-23 Statement Total | | | 34.00 |

Inv 73139

| Line Item Date | Line Item Description | Line Item Account |
|---|---|---|

| | | | |
|---|---|---|---|
| 06/06/2023 | Fencing materials | 001-12-028-576-80-31-300 | 276.13 |
| Inv 73139 Total | | | 276.13 |
| 61949 Total: | | | 455.52 |
| **lba - Lowe's Business Account Total:** | | | 455.52 |

**matzken - Matzke Polygraph, LLC Line Item Account**

61950 07/31/2023

Inv 72023

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/20/2023 | Polygraph examination - Joan Quade | 001-08-009-521-10-41-000 | 250.00 |
| Inv 72023 Total | | | 250.00 |
| 61950 Total: | | | 250.00 |
| **matzken - Matzke Polygraph, LLC Total:** | | | 250.00 |

**navia ap - Navia Benefit Solutions Line Item Account**

61951 07/31/2023

Inv 10728273

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/31/2023 | FSA Admin Fees - July 2023 | 001-13-000-518-10-41-000 | 50.00 |
| Inv 10728273 Total | | | 50.00 |

Inv 10728274

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 310-13-200-594-18-22-300 | 2.12 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 417-13-200-594-34-22-300 | 5.20 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 401-19-039-539-35-22-300 | 6.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 402-20-040-535-80-22-300 | 20.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 417-13-200-594-35-22-300 | 5.20 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-09-014-522-20-22-300 | 0.40 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-12-028-576-80-22-300 | 20.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-08-009-521-21-22-300 | 4.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 501-23-051-548-68-22-300 | 6.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-08-009-521-22-22-300 | 39.60 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-15-034-558-50-22-300 | 10.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-07-008-557-20-22-300 | 8.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 403-22-030-531-90-22-300 | 8.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-28-056-571-20-22-300 | 2.80 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-12-019-576-80-22-300 | 0.80 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 401-18-019-534-10-22-300 | 1.40 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 510-24-053-518-20-22-300 | 6.10 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-01-001-513-10-22-300 | 12.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-08-009-521-10-22-300 | 15.04 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 502-11-020-518-88-22-300 | 32.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 510-24-019-518-20-22-300 | 0.10 |

| | | | |
|---|---|---|---|
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 014-08-012-521-22-22-300 | 44.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-14-031-558-60-22-300 | 23.20 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 310-13-200-594-76-22-300 | 2.96 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-16-019-542-90-22-300 | 2.80 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-16-035-542-30-22-300 | 6.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 402-20-019-535-10-22-300 | 1.60 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 014-08-012-521-10-22-300 | 4.96 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 401-19-019-539-15-22-300 | 0.60 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-06-075-518-10-22-300 | 7.20 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-08-009-521-31-22-300 | 4.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 310-13-200-595-90-22-300 | 2.92 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 417-13-200-594-31-22-300 | 2.60 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-04-004-515-31-22-300 | 12.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 403-22-050-531-30-22-300 | 12.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 401-18-037-534-81-22-300 | 10.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-05-005-514-20-22-300 | 4.00 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 001-06-007-514-23-22-300 | 32.80 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 501-23-019-548-61-22-300 | 0.40 |
| 07/31/2023 | HRA Monthly Admin Fees - Jul 2023 | 403-22-019-531-10-22-300 | 1.20 |
| Inv 10728274 Total | | | 380.00 |
| 61951 Total: | | | 430.00 |
| **navia ap - Navia Benefit Solutions Total:** | | | 430.00 |

**nb autof - North Bend Auto Parts, Inc. (Fleet) Line Item Account 501-23-051-548-68-31-301**

61952 07/31/2023

Inv 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/25/2023 | July 23 vehicle parts | 501-23-051-548-68-31-301 | 2,959.74 |
| Inv 7-23 Total | | | 2,959.74 |
| 61952 Total: | | | 2,959.74 |
| **nb autof - North Bend Auto Parts, Inc. (Fleet) Total:** | | | 2,959.74 |

**nb chevy - North Bend Chevrolet Line Item Account**

61953 07/31/2023

Inv CVCS37053

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/27/2023 | #504 no start when warm repair/ignition problem repair | 501-23-051-548-68-48-000 | 713.03 |
| Inv CVCS37053 Total | | | 713.03 |
| 61953 Total: | | | 713.03 |
| **nb chevy - North Bend Chevrolet Total:** | | | 713.03 |

**concen - Occupational Health Centers of WA, P.S. Line Item Account 001-09-014-522-10-41-000**

61954 07/31/2023

Inv 79621725

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 06/16/2023 | Physical exam for candidate M. Sanchez | 001-08-009-521-22-41-000 | 772.00 |
| Inv 79621725 Total | | | 772.00 |
| 61954 Total: | | | 772.00 |
| **concen - Occupational Health Centers of WA, P.S. Total:** | | | 772.00 |

**ogdenmw - Ogden Murphy Wallace Attorneys Line Item Account**

61955 07/31/2023

Inv 879128

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | C.A. Carey Appeal | 001-04-004-515-41-41-102 | 14,790.00 |
| Inv 879128 Total | | | 14,790.00 |
| 61955 Total: | | | 14,790.00 |
| **ogdenmw - Ogden Murphy Wallace Attorneys Total:** | | | 14,790.00 |

**orkin - ORKIN Line Item Account**

61956 07/31/2023

Inv 246555500

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/31/2023 | Pest control | 510-24-053-518-20-48-000 | 285.31 |
| Inv 246555500 Total | | | 285.31 |
| 61956 Total: | | | 285.31 |
| **orkin - ORKIN Total:** | | | 285.31 |

**otak - Otak, Inc. Line Item Account 130-14-032-558-60-41-080**

61957 07/31/2023

Inv 72300519

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/27/2023 | professional services ending 7/7/23 | 310-17-508-595-50-41-000 | 10,864.06 |
| Inv 72300519 Total | | | 10,864.06 |
| 61957 Total: | | | 10,864.06 |

**otak - Otak, Inc. Total:** 10,864.06

**90180 - Snoqualmie Police Association Line Item Account**

61973 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 Police Union Dues | 631-00-000-231-50-21-000 | 1,500.00 |

Inv Total 1,500.00

61973 Total: 1,500.00

**90180 - Snoqualmie Police Association Total:** 1,500.00

**spok - Spok, Inc. Line Item Account 401-19-039-539-35-42-000**

61958 07/31/2023

Inv G0303878S

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/15/2023 | July pager fee | 401-19-039-539-35-42-000 | 28.24 |

Inv G0303878S Total 28.24

61958 Total: 28.24

**spok - Spok, Inc. Total:** 28.24

**Summlg - Summit Law Group Line Item Account 001-13-117-518-10-41-130**

61959 07/31/2023

Inv 146980

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/18/2023 | Outside Legal Services - Employment advice | 001-06-075-518-10-41-120 | 1,954.00 |

Inv 146980 Total 1,954.00

Inv 146981

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/18/2023 | Teamsters 763 Grievance | 401-18-037-534-81-41-104 | 3,120.00 |

Inv 146981 Total 3,120.00

61959 Total: 5,074.00

**Summlg - Summit Law Group Total:** 5,074.00

**90040 - Teamsters Local Union #763 Line Item Account**

61974 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 Teamsters Union Dues | 631-00-000-231-50-21-000 | 3,855.00 |

Inv Total 3,855.00

61974 Total: 3,855.00

**90040 - Teamsters Local Union #763 Total:** 3,855.00

**goodyear - The Goodyear Tire & Rubber Co. Line Item Account**

61960 07/31/2023

Inv 195-1166824

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/26/2023 | Government price fleet tires | 501-23-051-548-68-31-400 | 4,803.67 |

Inv 195-1166824 Total 4,803.67

61960 Total: 4,803.67

**goodyear - The Goodyear Tire & Rubber Co. Total:** 4,803.67

**westpay - Thomson Reuters - West Pymt. Center Line Item Account**

61961 07/31/2023

Inv 848551676

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/01/2023 | Monthly Subscription west law - Legal research #1000195318 | 001-04-004-515-31-49-200 | 868.59 |

Inv 848551676 Total 868.59

61961 Total: 868.59

**westpay - Thomson Reuters - West Pymt. Center Total:** 868.59

**Top - Topsy Turvy Events LLC Line Item Account**

61962 07/31/2023

Inv 17167089

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/06/2023 | Bouncer rentals for National Night out event | 001-08-009-521-10-49-100 | 1,447.28 |

Inv 17167089 Total 1,447.28

61962 Total: 1,447.28

**Top - Topsy Turvy Events LLC Total:** 1,447.28

**turfstar - Turf Star, Inc. Line Item Account**

61963 07/31/2023

Inv 7287539-00

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/19/2023 | Replacment blades and sulky whells | 501-23-051-548-68-31-301 | 417.25 |

Inv 7287539-00 Total 417.25

Inv 7289774-00

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/17/2023 | Repair wheel package #412 mower | 501-23-051-548-68-31-301 | 189.49 |

Inv 7289774-00 Total 189.49

61963 Total: 606.74

**turfstar - Turf Star, Inc. Total:** 606.74

**uli - Unum Life Insurance Line Item Account 001-08-009-521-22-22-400**

61964 07/31/2023

Inv 8-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/27/2023 | Group Insurance Premium | 001-08-009-521-22-22-400 | 70.50 |

Inv 8-23 Total 70.50

61964 Total: 70.50

**uli - Unum Life Insurance Total:** 70.50

**usp - US Postmaster Line Item Account**

61965 07/31/2023

Inv 7-23 UB postage

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/31/2023 | Utility Bill Mailing - July (Mailing Date 8/2/23) | 403-22-050-531-30-42-300 | 541.90 |
| 07/31/2023 | Utility Bill Mailing - July (Mailing Date 8/2/23) | 401-18-037-534-81-42-300 | 541.90 |
| 07/31/2023 | Utility Bill Mailing - July (Mailing Date 8/2/23) | 402-20-040-535-80-42-300 | 541.90 |

Inv 7-23 UB postage Total 1,625.70

61965 Total: 1,625.70

**usp - US Postmaster Total:** 1,625.70

**veriz 3 - Verizon (PD) Line Item Account 511-25-054-518-50-42-010**

61966 07/31/2023

Inv 9939834530 7-23

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/16/2023 | PD cell phones - July | 502-11-020-518-88-42-010 | 1,748.79 |

Inv 9939834530 7-23 Total 1,748.79

61966 Total: 1,748.79

**veriz 3 - Verizon (PD) Total:** 1,748.79

**visionq - VisionQuest Window Cleaning, Inc. Line Item Account 510-24-053-518-20-48-000**

61967 07/31/2023

Inv 1002

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/16/2023 | City Hall windows and louver cleaning | 510-24-053-518-20-48-000 | 775.00 |

Inv 1002 Total 775.00

Inv 1003

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/16/2023 | Police station window cleaning | 510-24-053-518-20-48-000 | 275.00 |

Inv 1003 Total 275.00

61967 Total: 1,050.00

**visionq - VisionQuest Window Cleaning, Inc. Total:** 1,050.00

**90400 - Western States Police Medical Trust Line Item Account**

61975 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 W States Police Medical Trust | 631-00-000-231-50-17-000 | 862.50 |

Inv Total 862.50

61975 Total: 862.50

**90400 - Western States Police Medical Trust Total:** 862.50

**wlace - Westlake Ace Hardware Line Item Account**

61968 07/31/2023

Inv 15309527

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/24/2023 | Facility parts and supplies | 510-24-053-518-20-31-300 | 40.30 |

Inv 15309527 Total 40.30

Inv 15309531

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/24/2023 | Facility parts and supplies | 510-24-053-518-20-31-300 | 82.82 |
| Inv 15309531 Total | | | 82.82 |
| 61968 Total: | | | 123.12 |
| **wlace - Westlake Ace Hardware Total:** | | | 123.12 |

**90120 - WSCFF Line Item Account**

61976 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 WSCFF-BENEFIT TRUST FF ER | 631-00-000-231-50-22-000 | 975.00 |
| Inv Total | | | 975.00 |
| 61976 Total: | | | 975.00 |
| **90120 - WSCFF Total:** | | | 975.00 |
| Total: | | | 83,098.33 |

# Payroll

## Blanket Voucher Document

Claims presented to the City to be paid on 7/14/2023 in the amount of $ 139,445.00__

which includes claim warrants numbered _____-_____ through _____-_____,

totaling $_____*0.00*_____, and direct deposits totaling $ __*139,445.00*_____.

# ACH Check Register

User: 'THolden'
Printed: 07/07/2023 - 3:24PM
Batch: 00001.07
Include TRUE

| Check Date | Check | Partial ACH | Employee Name | Amount |
|---|---|---|---|---|
| 07/14/2023 | 0 | False | Reina McCauley | 2,400.00 |
| 07/14/2023 | 0 | False | Deana Dean | 2,000.00 |
| 07/14/2023 | 0 | False | Tania Holden | 700.00 |
| 07/14/2023 | 0 | False | Jimmie Betts Jr. | 1,400.00 |
| 07/14/2023 | 0 | False | Brendon Ecker | 1,775.00 |
| 07/14/2023 | 0 | False | Andrew Latham | 1,700.00 |
| 07/14/2023 | 0 | False | Sarah Reeder | 3,050.00 |
| 07/14/2023 | 0 | False | Andrew Jongekryg | 1,750.00 |
| 07/14/2023 | 0 | False | Christopher Miller | 2,000.00 |
| 07/14/2023 | 0 | False | Jennifer Ferguson | 3,000.00 |
| 07/14/2023 | 0 | False | Krista Hintz | 1,000.00 |
| 07/14/2023 | 0 | False | Debbie Kinsman | 1,500.00 |
| 07/14/2023 | 0 | False | Gerald Knutsen | 400.00 |
| 07/14/2023 | 0 | False | Kyla Henderson | 2,000.00 |
| 07/14/2023 | 0 | False | Janna Walker | 2,700.00 |
| 07/14/2023 | 0 | False | Tami Wood | 1,500.00 |
| 07/14/2023 | 0 | False | Danna McCall | 3,000.00 |
| 07/14/2023 | 0 | False | Brian Lynch | 1,500.00 |
| 07/14/2023 | 0 | False | Melinda Black | 1,600.00 |
| 07/14/2023 | 0 | False | Stephanie Butler | 2,800.00 |
| 07/14/2023 | 0 | False | Austin Gutwein | 2,100.00 |
| 07/14/2023 | 0 | False | Joseph Spears | 2,350.00 |
| 07/14/2023 | 0 | False | Drew Ward | 2,300.00 |
| 07/14/2023 | 0 | False | Michael Peter | 2,200.00 |
| 07/14/2023 | 0 | False | Pamela Mandery | 2,000.00 |
| 07/14/2023 | 0 | False | James Aguirre | 2,500.00 |
| 07/14/2023 | 0 | False | Michael Liebetrau | 1,250.00 |
| 07/14/2023 | 0 | False | Deanna Patterson | 1,780.00 |
| 07/14/2023 | 0 | False | Craig Miller | 2,350.00 |
| 07/14/2023 | 0 | False | Joseph Meadows | 7,700.00 |
| 07/14/2023 | 0 | False | Cory Hendricks | 2,400.00 |
| 07/14/2023 | 0 | False | Nicholas Schulgen | 2,050.00 |
| 07/14/2023 | 0 | False | Chase Smith | 2,000.00 |
| 07/14/2023 | 0 | False | Kim Stonebraker-W | 2,000.00 |
| 07/14/2023 | 0 | False | James Kaae | 2,000.00 |
| 07/14/2023 | 0 | False | Jason Weiss | 2,000.00 |
| 07/14/2023 | 0 | False | Nigel Draveling | 1,500.00 |
| 07/14/2023 | 0 | False | Dmitriy Vladis | 2,000.00 |
| 07/14/2023 | 0 | False | Philip Bennett | 1,440.00 |
| 07/14/2023 | 0 | False | Jordan Jolley | 1,950.00 |
| 07/14/2023 | 0 | False | Jason Battles | 1,800.00 |
| 07/14/2023 | 0 | False | Neil MacVicar | 1,700.00 |
| 07/14/2023 | 0 | False | Ryan Barnet | 1,775.00 |
| 07/14/2023 | 0 | False | Michael Chambless | 4,750.00 |
| 07/14/2023 | 0 | False | Kevin Aspy | 1,585.00 |
| 07/14/2023 | 0 | False | Patrick Fry | 2,900.00 |

| | | | | | |
|---|---|---|---|---|---|
| 07/14/2023 | 0 | False | Andrew Vining | | 2,950.00 |
| 07/14/2023 | 0 | False | Hind Ahmed | | 3,200.00 |
| 07/14/2023 | 0 | False | Thomas Holmes | | 1,100.00 |
| 07/14/2023 | 0 | False | Alec Bagley | | 1,900.00 |
| 07/14/2023 | 0 | False | Joan Quade | | 1,150.00 |
| 07/14/2023 | 0 | False | Ryan Dalziel | | 1,200.00 |
| 07/14/2023 | 0 | False | Jason George | | 800.00 |
| 07/14/2023 | 0 | False | Kevin Halbert | | 1,350.00 |
| 07/14/2023 | 0 | False | Timothy Barrett | | 2,350.00 |
| 07/14/2023 | 0 | False | Donald Harris | | 200.00 |
| 07/14/2023 | 0 | False | Kevin Snyder | | 1,500.00 |
| 07/14/2023 | 0 | False | Christopher Wilson | | 1,865.00 |
| 07/14/2023 | 0 | False | Todd Shinn | | 1,000.00 |
| 07/14/2023 | 0 | False | John Cooper | | 800.00 |
| 07/14/2023 | 0 | False | David Goodman | | 2,700.00 |
| 07/14/2023 | 0 | False | Ilyse Treptow | | 950.00 |
| 07/14/2023 | 0 | False | Jonathan Kesler | | 2,900.00 |
| 07/14/2023 | 0 | False | Rebecca Buelna | | 1,200.00 |
| 07/14/2023 | 0 | False | Dylan Gamble | | 1,875.00 |
| 07/14/2023 | 0 | False | Michael Bailey | | 1,400.00 |
| 07/14/2023 | 0 | False | Tylor Fischer | | 2,000.00 |
| 07/14/2023 | 0 | False | Jacob Fouts | | 600.00 |
| 07/14/2023 | 0 | False | Darby Summers | | 1,200.00 |
| 07/14/2023 | 0 | False | Gregory Heath | | 2,200.00 |
| 07/14/2023 | 0 | False | Matthew West | | 1,500.00 |
| 07/14/2023 | 0 | False | Robert Lasswell | | 1,400.00 |
| | | | | | 0.00 |
| | | | | | 139,445.00 |
| | | Total | | 72 | 139,445.00 |

# Payroll

## Blanket Voucher Document

Claims presented to the City to be paid on 7/31/2023 in the amount of $ 708,743.00__

which includes claim warrants numbered _____-_____ through _____-_____,

totaling $_____*0.00*_____, and direct deposits totaling $ __*708,743.00*_____.

# ACH Check Register

User: 'THolden'
Printed: 07/28/2023 - 4:12PM
Batch: 00002.07
Include TRUE

| Check Date | Check | Partial ACH | Employee Name | Amount |
|---|---|---|---|---|
| 07/31/2023 | 0 | False | Michael Sauerwein | 11,124.12 |
| 07/31/2023 | 0 | False | James Mayhew | 819.67 |
| 07/31/2023 | 0 | False | Bryan Holloway | 910.86 |
| 07/31/2023 | 0 | False | Louis Washington | 719.67 |
| 07/31/2023 | 0 | False | Ethan Benson | 819.67 |
| 07/31/2023 | 0 | False | Jolyon Johnson | 819.67 |
| 07/31/2023 | 0 | False | Robert Wotton | 669.67 |
| 07/31/2023 | 0 | False | Cara Christensen | 819.67 |
| 07/31/2023 | 0 | False | Katherine Ross | 3,874.48 |
| 07/31/2023 | 0 | False | Reina McCauley | 4,052.76 |
| 07/31/2023 | 0 | False | Deana Dean | 4,439.14 |
| 07/31/2023 | 0 | False | Tania Holden | 5,713.78 |
| 07/31/2023 | 0 | False | Jimmie Betts Jr. | 4,118.96 |
| 07/31/2023 | 0 | False | Brendon Ecker | 2,502.97 |
| 07/31/2023 | 0 | False | Andrew Latham | 4,748.12 |
| 07/31/2023 | 0 | False | Sarah Reeder | 5,189.29 |
| 07/31/2023 | 0 | False | Andrew Jongekryg | 2,383.84 |
| 07/31/2023 | 0 | False | Christopher Miller | 3,484.91 |
| 07/31/2023 | 0 | False | Andrew Bouta | 8,659.19 |
| 07/31/2023 | 0 | False | Samantha Brumfield | 3,588.77 |
| 07/31/2023 | 0 | False | Kimberly Johnson | 7,378.92 |
| 07/31/2023 | 0 | False | Nicole Wiebe | 6,584.16 |
| 07/31/2023 | 0 | False | Jennifer Ferguson | 9,263.08 |
| 07/31/2023 | 0 | False | Carson Hornsby | 6,118.27 |
| 07/31/2023 | 0 | False | Christina Reller | 6,252.37 |
| 07/31/2023 | 0 | False | Krista Hintz | 5,535.95 |
| 07/31/2023 | 0 | False | Debbie Kinsman | 3,018.17 |
| 07/31/2023 | 0 | False | Heather Florida | 4,936.49 |
| 07/31/2023 | 0 | False | Gerald Knutsen | 7,358.09 |
| 07/31/2023 | 0 | False | Kyla Henderson | 3,955.75 |
| 07/31/2023 | 0 | False | Janna Walker | 2,579.10 |
| 07/31/2023 | 0 | False | Tami Wood | 5,241.24 |
| 07/31/2023 | 0 | False | Gail Folkins | 3,352.88 |
| 07/31/2023 | 0 | False | Danna McCall | 5,310.02 |
| 07/31/2023 | 0 | False | Brian Lynch | 8,281.81 |
| 07/31/2023 | 0 | False | Melinda Black | 4,106.30 |
| 07/31/2023 | 0 | False | Stephanie Butler | 5,525.54 |
| 07/31/2023 | 0 | False | Austin Gutwein | 12,073.28 |
| 07/31/2023 | 0 | False | Joseph Spears | 4,660.16 |
| 07/31/2023 | 0 | False | Drew Ward | 4,497.94 |
| 07/31/2023 | 0 | False | Michael Peter | 2,318.87 |
| 07/31/2023 | 0 | False | Pamela Mandery | 6,835.30 |
| 07/31/2023 | 0 | False | James Aguirre | 7,259.06 |
| 07/31/2023 | 0 | False | Michael Liebetrau | 3,530.69 |
| 07/31/2023 | 0 | False | Deanna Patterson | 4,170.12 |
| 07/31/2023 | 0 | False | Craig Miller | 11,757.64 |

| | | | | |
|---|---|---|---|---|
| 07/31/2023 | 0 | False | Daniel Moate | 11,082.56 |
| 07/31/2023 | 0 | False | Perry Phipps | 42,951.85 |
| 07/31/2023 | 0 | False | Joseph Meadows | 2,983.07 |
| 07/31/2023 | 0 | False | Cory Hendricks | 8,985.41 |
| 07/31/2023 | 0 | False | Nicholas Schulgen | 6,571.91 |
| 07/31/2023 | 0 | False | Chase Smith | 7,269.26 |
| 07/31/2023 | 0 | False | Kim Stonebraker-Weiss | 7,352.75 |
| 07/31/2023 | 0 | False | James Kaae | 9,037.41 |
| 07/31/2023 | 0 | False | Jason Weiss | 10,765.32 |
| 07/31/2023 | 0 | False | Nigel Draveling | 8,588.85 |
| 07/31/2023 | 0 | False | Dmitriy Vladis | 7,565.66 |
| 07/31/2023 | 0 | False | Christopher Werre | 10,435.80 |
| 07/31/2023 | 0 | False | Philip Bennett | 7,114.88 |
| 07/31/2023 | 0 | False | Jordan Jolley | 3,779.76 |
| 07/31/2023 | 0 | False | Justin Ren | 6,333.73 |
| 07/31/2023 | 0 | False | Jason Battles | 6,217.36 |
| 07/31/2023 | 0 | False | Neil MacVicar | 4,846.38 |
| 07/31/2023 | 0 | False | Jorge Orozco | 7,706.57 |
| 07/31/2023 | 0 | False | Ryan Barnet | 6,332.61 |
| 07/31/2023 | 0 | False | Michael Chambless | 9,833.50 |
| 07/31/2023 | 0 | False | Kyle Markwardt | 4,087.08 |
| 07/31/2023 | 0 | False | Christine Iverson Stinson | 4,564.60 |
| 07/31/2023 | 0 | False | Kevin Aspy | 4,819.31 |
| 07/31/2023 | 0 | False | Lyle Beach | 7,475.20 |
| 07/31/2023 | 0 | False | Patrick Fry | 4,074.00 |
| 07/31/2023 | 0 | False | Jeffrey Hamlin | 11,191.46 |
| 07/31/2023 | 0 | False | Andrew Vining | 4,125.40 |
| 07/31/2023 | 0 | False | Hind Ahmed | 4,449.13 |
| 07/31/2023 | 0 | False | Thomas Holmes | 11,848.13 |
| 07/31/2023 | 0 | False | Alec  Bagley | 2,893.96 |
| 07/31/2023 | 0 | False | Joan Quade | 3,763.80 |
| 07/31/2023 | 0 | False | Ryan Dalziel | 5,032.70 |
| 07/31/2023 | 0 | False | Jason George | 10,673.29 |
| 07/31/2023 | 0 | False | Kevin Halbert | 4,734.98 |
| 07/31/2023 | 0 | False | Timothy Barrett | 4,930.51 |
| 07/31/2023 | 0 | False | Donald Harris | 10,554.66 |
| 07/31/2023 | 0 | False | Kevin Snyder | 6,600.35 |
| 07/31/2023 | 0 | False | Kenneth Knowles | 7,711.70 |
| 07/31/2023 | 0 | False | Christopher Wilson | 4,539.91 |
| 07/31/2023 | 0 | False | Todd Shinn | 7,739.15 |
| 07/31/2023 | 0 | False | Matthew Hedger | 8,168.71 |
| 07/31/2023 | 0 | False | John Cooper | 8,325.48 |
| 07/31/2023 | 0 | False | Emily Arteche | 9,438.34 |
| 07/31/2023 | 0 | False | David Goodman | 2,894.68 |
| 07/31/2023 | 0 | False | Ashley Wragge | 4,580.76 |
| 07/31/2023 | 0 | False | Ilyse Treptow | 4,724.23 |
| 07/31/2023 | 0 | False | Jonathan Kesler | 3,134.78 |
| 07/31/2023 | 0 | False | Rebecca Buelna | 3,099.36 |
| 07/31/2023 | 0 | False | Dylan Gamble | 4,138.93 |
| 07/31/2023 | 0 | False | Michael Bailey | 12,335.45 |
| 07/31/2023 | 0 | False | Jessica Rellamas | 3,042.77 |
| 07/31/2023 | 0 | False | Tylor Fischer | 6,162.53 |
| 07/31/2023 | 0 | False | Zachary Schumann | 9,245.41 |
| 07/31/2023 | 0 | False | Jacob Fouts | 10,706.31 |
| 07/31/2023 | 0 | False | Darby Summers | 6,501.14 |
| 07/31/2023 | 0 | False | Theresa Tozier | 8,074.33 |
| 07/31/2023 | 0 | False | Gregory Heath | 7,209.73 |
| 07/31/2023 | 0 | False | Albert Wolfe | 7,025.41 |

| | | | | |
|---|---|---|---|---|
| 07/31/2023 | 0 | False | Nicholas Lathrop | 5,885.35 |
| 07/31/2023 | 0 | False | Matthew West | 9,836.12 |
| 07/31/2023 | 0 | False | William Wisham | 11,907.26 |
| 07/31/2023 | 0 | False | Robert Lasswell | 10,058.18 |
| 07/31/2023 | 0 | False | Benjamin Parker | 10,298.09 |
| 07/31/2023 | 0 | False | Peter O'Donnell | 9,025.57 |
| | | | | 0.00 |
| | | | | 708,743.29 |
| | | Total | 110 | 708,743.29 |

# Accounts Payable

## Blanket Voucher Approval Document

User: ITreptow
Printed: 07/31/2023 - 4:31PM
Warrant Request Date: 7/31/2023
DAC Fund:

Batch: 00007.07.2023 - 7-31-23 P/R Benefits Check

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 773,167.03 (Incl. ACH),
for claims warrants numbered 61969 through 61976 & dated 7/31/2023.

| Line | Claimant | Voucher No. | Amount |
|---|---|---|---|
| 1 | AWC BENEFITS | 000000000 | 158,621.41 |
| 2 | AWC BENEFITS STANDARD LIFE INS | 000000000 | 50.40 |
| 3 | Dept. of Labor & Industries | 000000000 | 26,324.63 |
| 4 | Employment Security Dept. | 000000000 | 2,447.15 |
| 5 | Employment Security Dept. | 000000000 | 9,876.38 |
| 6 | Employment Security Dept. | 000000000 | 5,448.63 |
| 7 | Dept. of Retirement Syst.-LEOFF | 000000000 | 53,944.59 |
| 8 | IAFF Firepac-Political Affairs Dept. | 000061971 | 4.18 |
| 9 | Teamsters Local Union #763 | 000061974 | 3,855.00 |
| 10 | IAFF LOCAL #2878 | 000061972 | 2,917.26 |
| 11 | Office of Support Enforcement - DSHS | 000000000 | 2,044.91 |
| 12 | Dept of Retirement Syst.-PERS | 000000000 | 91,760.03 |
| 13 | Dept. of Retirement Syst.- PSERS | 000000000 | 1,836.13 |
| 14 | IRS-Payroll EFTPS | 000000000 | 336,930.37 |
| 15 | Voya Institutional Trust Company | 000000000 | 450.00 |
| 16 | CITY OF SNOQUALMIE | 000061969 | 1,258.25 |
| 17 | ICMA Retirement Trust -303907 | 000000000 | 9,241.00 |
| 18 | Dept. of Retirement Syst.- DCP | 000000000 | 38,898.00 |
| 19 | AFLAC | 000000000 | 78.13 |
| 20 | WSCFF | 000061976 | 975.00 |
| 21 | Snoqualmie Police Association | 000061973 | 1,500.00 |
| 22 | DiMartino Associates | 000061970 | 409.50 |
| 23 | NWFFT TRUST | 000000000 | 23,433.58 |
| 24 | Western States Police Medical Trust | 000061975 | 862.50 |
| | | Page Total: | $773,167.03 |
| | | Grand Total: | $773,167.03 |

# Accounts Payable

## Check Detail

User: THolden
Printed: 08/01/2023 - 10:41AM

| Check Number | Check Date | Amount |
|---|---|---|

**90110 - AFLAC Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 AFLAC-Pre Tax | 631-00-000-231-50-19-000 | 78.13 |
| Inv Total | | | 78.13 |
| 0 Total: | | | 78.13 |
| **90110 - AFLAC Total:** | | | 78.13 |

**90000 - AWC BENEFITS Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 AWC-Medical Benefits/HF 500 | 631-00-000-231-50-14-000 | 29,125.56 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC - Medical Benefits/HF 250 | 631-00-000-231-50-14-000 | 109,460.38 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC-Life Insurance Police | 631-00-000-231-50-14-000 | 765.00 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC-Vision | 631-00-000-231-50-14-000 | 1,749.55 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC Long Term Disability | 631-00-000-231-50-14-000 | 707.44 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC-Vision Employee | 631-00-000-231-50-14-000 | 3.81 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC Medical Benefits Employee | 631-00-000-231-50-14-000 | 350.28 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC Life Insurance | 631-00-000-231-50-14-000 | 512.70 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC Dental Benefits Employee | 631-00-000-231-50-14-000 | 22.30 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC Long Term Disab. Employee | 631-00-000-231-50-14-000 | 5.41 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC-Dental Benefits | 631-00-000-231-50-14-000 | 11,817.22 |
| 07/28/2023 | PR Batch 00002.07.2023 AWC Life Insurance Employee | 631-00-000-231-50-14-000 | 4.80 |
| 07/28/2023 | PR Batch 00002.07.2023 Kaiser Medical Benefits/200 | 631-00-000-231-50-14-000 | 2,276.38 |
| Inv Total | | | 156,800.83 |

Inv 1-2021

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | Edmund Crosson Medical Premium | 001-08-009-521-22-22-400 | 1,820.58 |
| Inv 1-2021 Total | | | 1,820.58 |
| 0 Total: | | | 158,621.41 |
| **90000 - AWC BENEFITS Total:** | | | 158,621.41 |

**90005 - AWC BENEFITS STANDARD LIFE INS Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 AWC-Employee Pd Life Addt'l | 631-00-000-231-50-14-000 | 50.40 |
| Inv Total | | | 50.40 |
| 0 Total: | | | 50.40 |
| **90005 - AWC BENEFITS STANDARD LIFE INS Total:** | | | 50.40 |

**90099 - CITY OF SNOQUALMIE Line Item Account**

61969 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 FSA | 631-00-000-231-50-15-000 | 1,258.25 |
| Inv Total | | | 1,258.25 |
| 61969 Total: | | | 1,258.25 |
| **90099 - CITY OF SNOQUALMIE Total:** | | | 1,258.25 |

**90070 - Dept of Retirement Syst.-PERS Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 PERS2 Employee | 631-00-000-231-50-16-000 | 31,817.82 |
| 07/28/2023 | PR Batch 00002.07.2023 PERS 2 Employer | 631-00-000-231-50-16-000 | 46,976.31 |
| 07/28/2023 | PR Batch 00002.07.2023 PERS 3 Employee | 631-00-000-231-50-16-000 | 5,279.26 |
| 07/28/2023 | PR Batch 00002.07.2023 PERS 3 Employer | 631-00-000-231-50-16-000 | 7,686.64 |
| Inv Total | | | 91,760.03 |
| 0 Total: | | | 91,760.03 |
| **90070 - Dept of Retirement Syst.-PERS Total:** | | | 91,760.03 |

**90010 - Dept. of Labor & Industries Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 L&I Employer | 631-00-000-231-50-73-000 | 21,779.39 |
| 07/28/2023 | PR Batch 00002.07.2023 L&I Employee | 631-00-000-231-50-73-000 | 4,545.24 |
| Inv Total | | | 26,324.63 |

| | | | |
|---|---|---|---|
| 0 Total: | | | 26,324.63 |
| **90010 - Dept. of Labor & Industries Total:** | | | 26,324.63 |

**90105 - Dept. of Retirement Syst.- DCP Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 DCP-Employer-Supplement | 631-00-000-231-50-19-000 | 2,715.00 |
| 07/28/2023 | PR Batch 00002.07.2023 DCP Employee | 631-00-000-231-50-19-000 | 24,451.00 |
| 07/28/2023 | PR Batch 00002.07.2023 DCP-Employer | 631-00-000-231-50-19-000 | 11,732.00 |
| Inv Total | | | 38,898.00 |
| 0 Total: | | | 38,898.00 |
| **90105 - Dept. of Retirement Syst.- DCP Total:** | | | 38,898.00 |

**90075 - Dept. of Retirement Syst.- PSERS Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 PSERS Employee | 631-00-000-231-50-16-000 | 746.67 |
| 07/28/2023 | PR Batch 00002.07.2023 PSERS Employer | 631-00-000-231-50-16-000 | 1,089.46 |
| Inv Total | | | 1,836.13 |
| 0 Total: | | | 1,836.13 |
| **90075 - Dept. of Retirement Syst.- PSERS Total:** | | | 1,836.13 |

**90030 - Dept. of Retirement Syst.-LEOFF Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 LEOFF 2 Employee | 631-00-000-231-50-16-000 | 33,271.69 |
| 07/28/2023 | PR Batch 00002.07.2023 LEOFF 2 Employer | 631-00-000-231-50-16-000 | 20,672.90 |
| Inv Total | | | 53,944.59 |
| 0 Total: | | | 53,944.59 |
| **90030 - Dept. of Retirement Syst.-LEOFF Total:** | | | 53,944.59 |

**90300 - DiMartino Associates Line Item Account**

| Check Number | Check Date | A |
|---|---|---|

61970 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 Brown & Brown DBA DiMartino | 631-00-000-231-50-14-000 | 409.50 |
| Inv Total | | | 409.50 |

61970 Total: 409.50

**90300 - DiMartino Associates Total:** 409.50

**90023 - Employment Security Dept. Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 WA Cares | 631-00-000-231-50-32-000 | 5,448.63 |
| 07/28/2023 | PR Batch 00002.07.2023 WA Paid Fam. & Med. Leave | 631-00-000-231-50-32-000 | 7,186.07 |
| 07/28/2023 | PR Batch 00002.07.2023 Emp Sec- Unemployment Tax | 631-00-000-231-50-50-000 | 2,447.15 |
| 07/28/2023 | PR Batch 00002.07.2023 WA Paid Fam. & Med. Leave | 631-00-000-231-50-32-000 | 2,690.31 |
| Inv Total | | | 17,772.16 |

0 Total: 17,772.16

**90022 - Employment Security Dept. Total:** 17,772.16

**90035 - IAFF Firepac-Political Affairs Dept. Line Item Account**

61971 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 IAFF-FirePac | 631-00-000-231-50-50-000 | 4.18 |
| Inv Total | | | 4.18 |

61971 Total: 4.18

**90035 - IAFF Firepac-Political Affairs Dept. Total:** 4.18

**90045 - IAFF LOCAL #2878 Line Item Account**

61972 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 IAFF-Local 2878 Fire | 631-00-000-231-50-21-000 | 2,917.26 |
| Inv Total | | | 2,917.26 |

61972 Total: 2,917.26

**90045 - IAFF LOCAL #2878 Total:** 2,917.26

**90100 - ICMA Retirement Trust -303907 Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 ICMA-Employer Supplement | 631-00-000-231-50-19-000 | 300.00 |
| 07/28/2023 | PR Batch 00002.07.2023 ICMA-Employer | 631-00-000-231-50-19-000 | 2,125.00 |
| 07/28/2023 | PR Batch 00002.07.2023 ICMA-Employee | 631-00-000-231-50-19-000 | 6,816.00 |
| Inv Total | | | 9,241.00 |

0 Total: 9,241.00

**90100 - ICMA Retirement Trust -303907 Total:** 9,241.00

**90085 - IRS-Payroll EFTPS Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 Federal Income Tax | 631-00-000-231-50-27-000 | 170,780.83 |
| 07/28/2023 | PR Batch 00002.07.2023 Medicare Employer | 631-00-000-231-50-27-000 | 17,884.83 |
| 07/28/2023 | PR Batch 00002.07.2023 Imputed Income Tax | 631-00-000-231-50-50-000 | 527.50 |
| 07/28/2023 | PR Batch 00002.07.2023 FICA Employer | 631-00-000-231-50-27-000 | 64,926.19 |
| 07/28/2023 | PR Batch 00002.07.2023 FICA Employee | 631-00-000-231-50-27-000 | 64,926.19 |
| 07/28/2023 | PR Batch 00002.07.2023 Medicare Employee | 631-00-000-231-50-27-000 | 17,884.83 |
| Inv Total | | | 336,930.37 |

0 Total: 336,930.37

**90085 - IRS-Payroll EFTPS Total:** 336,930.37

**90310 - NWFFT TRUST Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 Dental Benefits | 631-00-000-231-50-14-000 | 2,058.02 |
| 07/28/2023 | PR Batch 00002.07.2023 Medical/Vision Benefits | 631-00-000-231-50-14-000 | 21,375.56 |
| Inv Total | | | 23,433.58 |

0 Total: 23,433.58

**90310 - NWFFT TRUST Total:** 23,433.58

**90060 - Office of Support Enforcement - DSHS Line Item Account**

| Check Number | Check Date | A |
|---|---|---|

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 Child Support | 631-00-000-231-50-30-000 | 2,044.91 |
| Inv Total | | | 2,044.91 |
| 0 Total: | | | 2,044.91 |

**90060 - Office of Support Enforcement - DSHS Total:** 2,044.91

**90180 - Snoqualmie Police Association Line Item Account**

61973 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 Police Union Dues | 631-00-000-231-50-21-000 | 1,500.00 |
| Inv Total | | | 1,500.00 |
| 61973 Total: | | | 1,500.00 |

**90180 - Snoqualmie Police Association Total:** 1,500.00

**90040 - Teamsters Local Union #763 Line Item Account**

61974 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 Teamsters Union Dues | 631-00-000-231-50-21-000 | 3,855.00 |
| Inv Total | | | 3,855.00 |
| 61974 Total: | | | 3,855.00 |

**90040 - Teamsters Local Union #763 Total:** 3,855.00

**90095 - Voya Institutional Trust Company Line Item Account**

0 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 Voya-Employee | 631-00-000-231-50-19-000 | 250.00 |
| 07/28/2023 | PR Batch 00002.07.2023 Voya-Employer | 631-00-000-231-50-19-000 | 200.00 |
| Inv Total | | | 450.00 |
| 0 Total: | | | 450.00 |

**90095 - Voya Institutional Trust Company Total:** 450.00

**90400 - Western States Police Medical Trust Line Item Account**

61975 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 W States Police Medical Trust | 631-00-000-231-50-17-000 | 862.50 |
| Inv Total | | | 862.50 |

61975 Total: 862.50

**90400 - Western States Police Medical Trust Total:** 862.50

**90120 - WSCFF Line Item Account**

61976 07/31/2023

Inv

| Line Item Date | Line Item Description | Line Item Account | |
|---|---|---|---|
| 07/28/2023 | PR Batch 00002.07.2023 WSCFF-BENEFIT TRUST FF ER | 631-00-000-231-50-22-000 | 975.00 |
| Inv Total | | | 975.00 |

61976 Total: 975.00

**90120 - WSCFF Total:** 975.00

Total: 773,167.03

# BUSINESS OF THE CITY COUNCIL
# CITY OF SNOQUALMIE

**AB23-100**
**August 14, 2023**
**Consent Agenda**

## AGENDA BILL INFORMATION

| | | |
|---|---|---|
| **TITLE:** | AB23-100: Resolution No. 1660 Awarding a Job Order Contract to CDK Construction Services, Inc. for The Storm Pond Fencing Replacement Project | ☐ Discussion Only<br>☒ Action Needed: |
| **RECOMMENDED ACTION:** | Adopt Resolution No. 1660 Awarding a Job Order Contract to CDK Construction Services, Inc. for The Storm Pond Fencing Replacement Project | ☐ Motion<br>☐ Ordinance<br>☒ Resolution |

| | | |
|---|---|---|
| **DEPARTMENT:** | Parks & Public Works | |
| **STAFF:** | Patrick Fry, Project Engineer | |
| **COMMITTEE:** | Parks & Public Works | Meeting Date: 08/14/2023 |
| **COUNCIL LIAISON:** | Bryan Holloway Jo Johnson Ethan Benson | |
| **EXHIBITS:** | 1. AB23-029x1a (Res. No. 1660)<br>2. AB23-029x1b (Contract)<br>3. AB23-029x2 (Scope of Work)<br>4. AB23-029x3 (Job Order Contract Pricing) | |

| | |
|---|---|
| **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 pre-priced 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 Biennial Budget |
|---|---|
| **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. 1660 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. 1660

**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**:

Section 1. Determination of Lowest Responsive, Responsible Bidder. 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.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Approved as to form:

_____
David Linehan, Interim City Attorney

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

# Job Order Authorization

Date: 8/3/2023

**Job Order Contracting**

| | | | |
|---|---|---|---|
| **Project Information** | **Job Order #:** | 2023-01C | **Location #:** |
| | **Project:** | | |
| | **Job Order Title:** | 2023 Stormpond Fencing | |
| | **Location:** | Osprey Court<br>34513 SE Osprey Ct.<br>Snoqualmie, WA 98065 | |
| **Contract Information** | **Contractor Contract #:** | 23-050 | |
| | **Vendor:** | CDK Construction Services<br>26231 NE 165th St,<br>Duvall, WA 98019 | |
| **Project Costs** | **Construction:** | **$208,587.58** | |
| | **Construction Sales Tax 8.9%** | **$18,564.29** | |
| | **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:** | | |

*Sign below to approve this Job Order. Mayor and City Administrator to sign if over $116,155. Parks & Public Works Director to sign if under $116,155.*

**Mayor** **Date**

**City Administrator** **Date**

**Parks & Public Works Director** **Date**

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

# Final Scope of Work

Date: 8/3/2023

**Job Order Contracting**

**To:**

**From:** Zach Scharbau
CDK Construction Services
26231 NE 165th St
Duvall, WA 98019
(425) 788-8441
zscharbau@cdkconstruction.com

| | | | |
|---|---|---|---|
| **Contract No:** | 23-050 | **Charge Code:** | |
| **Job Order No:** | 2023-01C | | |
| **Job Order Title:** | 2023 Stormpond Fencing | | |
| **Location:** | Osprey Court<br>34513 SE Osprey Ct.<br>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.

# Price Proposal Detail Package Report
**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

| | |
|---|---|
| **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 Court |
| **Cost 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** |

# Price Proposal Detail Package Report
**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

**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 Court
**Cost Proposal Date:** August 3, 2023
**Proposal Value:** $208,587.58

| Record # | CSI Number | MOD | UOM | Description | Unit Price | Factor | Total |
|---|---|---|---|---|---|---|---|
| **01 - General Requirements** | | | | | | | **$5,045.40** |
| 1 | 015626000175 | | LF | 48" High With Posts At 8' On Center, Plastic Mesh Temporary Safety Fence | | | |
| | *Accepted* | | | **Quantity x** | **Unit Price x** | **Factor =** | **LineTotal** |
| | | Installation | LF | 100.00 x | $2.97 x | 1.3990 = | $415.50 |
| | | | | | | | $415.50 |
| | **User Note:** Osprey Court | | | | | | |
| 2 | 015626000175 | | LF | 48" High With Posts At 8' On Center, Plastic Mesh Temporary Safety Fence | | | |
| | *Accepted* | | | **Quantity x** | **Unit Price x** | **Factor =** | **LineTotal** |
| | | Installation | LF | 50.00 x | $2.97 x | 1.3990 = | $207.75 |
| | | | | | | | $207.75 |
| | **User Note:** Sorenson | | | | | | |
| 3 | 017419000032 | | CY | Traditional Building Construction Materials Landfill Dump Fee | | | |
| | *Accepted* | | | **Quantity x** | **Unit Price x** | **Factor =** | **LineTotal** |
| | | Installation | CY | 22.00 x | $36.03 x | 1.3990 = | $1,108.93 |
| | | | | | | | $1,108.93 |
| | **User Note:** Osprey Court | | | | | | |
| 4 | 017419000032 | | CY | Traditional Building Construction Materials Landfill Dump Fee | | | |
| | *Accepted* | | | **Quantity x** | **Unit Price x** | **Factor =** | **LineTotal** |
| | | Installation | CY | 20.00 x | $36.03 x | 1.3990 = | $1,008.12 |
| | | | | | | | $1,008.12 |
| | **User Note:** Sorenson | | | | | | |

# Price Proposal Detail Package Report
**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

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 5 | 017419000034 | | CY | Trees, Stumps And Brush, Landfill Dump Fee | | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | CY | 20.00 | x | $43.36 | x | 1.3990 | = | $1,213.21 | |
| | | | | | | | | | | $1,213.21 | |

**User Note:** Osprey Court

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 6 | 017419000034 | | CY | Trees, Stumps And Brush, Landfill Dump Fee | | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | CY | 18.00 | x | $43.36 | x | 1.3990 | = | $1,091.89 | |
| | | | | | | | | | | $1,091.89 | |

**User Note:** Sorenson

**31 - Earthwork** **$1,662.37**

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 7 | 311100000019 | | CY | Hand Loading Of Cleared And Grubbed Material | | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | CY | 20.00 | x | $31.27 | x | 1.3990 | = | $874.93 | |
| | | | | | | | | | | $874.93 | |

**User Note:** Osprey Court

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 8 | 311100000019 | | CY | Hand Loading Of Cleared And Grubbed Material | | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | CY | 18.00 | x | $31.27 | x | 1.3990 | = | $787.44 | |
| | | | | | | | | | | $787.44 | |

**User Note:** Sorenson

**32 - Exterior Improvements** **$201,879.81**

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 9 | 323113130083 | | LF | 2-1/2" Outside Diameter Galvanized Steel Post, 7' To 10' In Length | | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | LF | 250.00 | x | $16.98 | x | 1.3990 | = | $5,938.76 | |
| | | | | | | | | | | $5,938.76 | |

**User Note:** Osprey Court

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 10 | 323113130083 | **0142** | LF | For Vinyl Coated, Add | | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | LF | 0.00 | x | $7.52 | x | 1.3990 | = | $0.00 | |
| | | | | | | | | | | $0.00 | |

**User Note:**

# Price Proposal Detail Package Report
**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

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11 | 323113130083 | | LF | 2-1/2" Outside Diameter Galvanized Steel Post, 7' To 10' In Length | | | | | | | | |
| | *Accepted* | | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | LF | | 200.00 | x | $16.98 | x | 1.3990 | = | $4,751.00 | |
| | | | | | | | | | | | $4,751.00 | |
| | **User Note:** Sorenson | | | | | | | | | | | |
| 12 | 323113130083 | 0142 | LF | For Vinyl Coated, Add | | | | | | | | |
| | *Accepted* | | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | LF | | 0.00 | x | $7.52 | x | 1.3990 | = | $0.00 | |
| | | | | | | | | | | | $0.00 | |
| | **User Note:** | | | | | | | | | | | |
| 13 | 323113130120 | | EA | 26" Driven Post Support For 2-3/8" To 2-1/2" Round Chain Link Fence Post | | | | | | | | |
| | *Accepted* | | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | EA | | 25.00 | x | $66.15 | x | 1.3990 | = | $2,313.60 | |
| | | | | | | | | | | | $2,313.60 | |
| | **User Note:** Osprey Court | | | | | | | | | | | |
| 14 | 323113130120 | | EA | 26" Driven Post Support For 2-3/8" To 2-1/2" Round Chain Link Fence Post | | | | | | | | |
| | *Accepted* | | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | EA | | 20.00 | x | $66.15 | x | 1.3990 | = | $1,850.88 | |
| | | | | | | | | | | | $1,850.88 | |
| | **User Note:** Sorenson | | | | | | | | | | | |
| 15 | 323113130169 | | LF | 2" Vinyl Coated Rail, 0.09" Wall Thickness, Tie Wires And Fittings | | | | | | | | |
| | *Accepted* | | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | LF | | 3,412.00 | x | $11.98 | x | 1.3990 | = | $57,185.19 | |
| | | | | | | | | | | | $57,185.19 | |
| | **User Note:** Osprey Court | | | | | | | | | | | |
| 16 | 323113130169 | | LF | 2" Vinyl Coated Rail, 0.09" Wall Thickness, Tie Wires And Fittings | | | | | | | | |
| | *Accepted* | | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |
| | | Installation | LF | | 2,312.00 | x | $11.98 | x | 1.3990 | = | $38,749.17 | |
| | | | | | | | | | | | $38,749.17 | |
| | **User Note:** Sorenson | | | | | | | | | | | |
| 17 | 323113130186 | | LF | 6' Full Height Vinyl Coated Fabric Chain Link #9 Gauge Fused, 2" Mesh | | | | | | | | |
| | *Accepted* | | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** | |

# Price Proposal Detail Package Report
**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 | LF | 1,706.00 | x | $19.02 | x | 1.3990 | = | $45,394.92 |
| | | | | | | | | | | $45,394.92 |

**User Note:** Osprey Court

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 18 | 323113130186 | | LF | 6' Full Height Vinyl Coated Fabric Chain Link #9 Gauge Fused, 2" Mesh | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** |
| | | Installation | LF | 1,156.00 | x | $19.02 | x | 1.3990 | = | $30,759.98 |
| | | | | | | | | | | $30,759.98 |

**User Note:** Sorenson

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 19 | 323113130457 | | EA | 14' Wide x 6' High Double Gate Vinyl Coated Without Barbed Wire Arm | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** |
| | | Installation | EA | 1.00 | x | $1,056.31 | x | 1.3990 | = | $1,477.78 |
| | | | | | | | | | | $1,477.78 |

**User Note:** Osprey Court

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 20 | 323113130457 | | EA | 14' Wide x 6' High Double Gate Vinyl Coated Without Barbed Wire Arm | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** |
| | | Installation | EA | 1.00 | x | $1,056.31 | x | 1.3990 | = | $1,477.78 |
| | | | | | | | | | | $1,477.78 |

**User Note:** Sorenson

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 21 | 323129000013 | | LF | Three 2" x 4" Rails, 6' High 1" x 4" #2 Grade Western Cedar Board Fence | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** |
| | | Installation | LF | 0.00 | x | $31.16 | x | 1.3990 | = | $0.00 |
| | | Demo | LF | 1000.000000 | x | $2.76 | x | 1.3990 | = | $3,861.24 |
| | | | | | | | | | | $3,861.24 |

**User Note:** Osprey Court

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 22 | 323129000013 | | LF | Three 2" x 4" Rails, 6' High 1" x 4" #2 Grade Western Cedar Board Fence | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** |
| | | Installation | LF | 0.00 | x | $31.16 | x | 1.3990 | = | $0.00 |
| | | Demo | LF | 1156.000000 | x | $2.76 | x | 1.3990 | = | $4,463.59 |
| | | | | | | | | | | $4,463.59 |

**User Note:** Sorenson

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 23 | 323129000080 | | EA | 6' High, Pressure Treated Wood Fence Posts, Set In Soil, Earth Fill | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** |

# Price Proposal Detail Package Report
**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 | x | $39.58 | x | 1.3990 | = | $0.00 |
| | | Demo | EA | 100.000000 | x | $10.71 | x | 1.3990 | = | $1,498.33 |
| | | | | | | | | | | $1,498.33 |

**User Note:** Osprey Court

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 24 | 323129000080 | | EA | 6' High, Pressure Treated Wood Fence Posts, Set In Soil, Earth Fill | | | | | | |
| | *Accepted* | | | **Quantity** | **x** | **Unit Price** | **x** | **Factor** | **=** | **LineTotal** |
| | | Installation | EA | 0.00 | x | $39.58 | x | 1.3990 | = | $0.00 |
| | | Demo | EA | 144.000000 | x | $10.71 | x | 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.

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

# Job Order Subcontractor Certification Report

## 23-050 - 2023 - CDK Construction Services - Base

| | | Duration | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Preapproval Process | | Construction Duration | | Construction | | | | |
| Job Order # | Project Title | Joint Scope | To NTP | Start Date | Days | End Date | | | | |
| 2023-01C | | 06/21/2023 | | | | | | | | |
| | | | | Subcontractor | | | 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 | | | | | | | | |
| | SubContractor % of "Work" for this Job Order: | 0.00% | | | | | | | | |

**Certification Value Summary:**

| Certification | Value | % |
|---|---|---|
| | $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

**From:**

| | |
|---|---|
| **Contract #:** | 23-050 |
| **Job Order #:** | 2023-01C |
| **Job Order Title:** | 2023 Stormpond Fencing |
| **Location:** | Osprey Court<br>34513 SE Osprey Ct.<br>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.

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**
**Consent Agenda**

## AGENDA BILL INFORMATION

| | | |
|---|---|---|
| **TITLE:** | AB23- 101 Purchase of Community Park Splash Pad Equipment and Installation from Aquatix by Landscape Structures, Inc. | ☐ Discussion Only<br>☒ Action Needed: |
| **PROPOSED ACTION:** | Adopt Resolution No. 1661 Approving Purchase Order of Splash Pad Equipment and Installation from Aquatix by Landscape Structures, Inc. | ☐ Motion<br>☐ Ordinance<br>☒ Resolution |

| | | | |
|---|---|---|---|
| **REVIEW:** | Department Director/Peer | Mike Chambless | 8/7/2023 |
| | Finance | Drew Bouta | 7/27/2023 |
| | Legal | David Linehan | 8/4/2023 |
| | City Administrator | Mike Chambless | 8/7/2023 |

| | | |
|---|---|---|
| **DEPARTMENT:** | Parks & Public Works | |
| **STAFF:** | Patrick Fry | |
| **COMMITTEE:** | Parks & Public Works | **COMMITTEE DATE:** August 8, 2023 |
| **MEMBERS:** | Ethan Benson Bryan Holloway Jo Johnson | |
| **EXHIBITS:** | 1. Resolution No. 1661<br>2. Sourcewell Documentation<br>3. Purchase Order with Landscape Structures<br>4. Splash Pad Designs | |

| | |
|---|---|
| **AMOUNT OF EXPENDITURE** | $ 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 at Community Park. 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 *(Single Biennium)* | 2023-2024 Biennial Budget |
|---|---|---|
| **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

MOVE to adopt Resolution No. 1661 approving a purchase order with Aquatix by Landscape Structures, Inc. for Splash Pad Equipment and Installation.

**RESOLUTION NO. 1661**

**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:

**Section 1**. 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 City of Snoqualmie, Washington, this 14th day of August 2023.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Approved as to form:

_____
David Linehan, Interim 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<br>Late responses will not be considered. |
| Opening: | January 5, 2021, 6:30 p.m., Central Time ** |

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

# 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-mn.gov/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;

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:

1. 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. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. 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. New Equipment and Products. 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. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

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

1. 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;
3. 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

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

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):

| | |
|---|---|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| **TOTAL POINTS** | **1000** |

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;

- 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.

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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.

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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.

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**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.

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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.

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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.

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**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.

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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

landscape structures + PLAYCREATION 2022 Rep of the year

To:

**City of Snoqualmie**
38624 SE River Street
Snoqualmie, WA 98065
Michael Chambless | 425.996.5418
MChambless@snoqualmiewa.gov

Owner:

**City of Snoqualmie**
38624 SE River Street
Snoqualmie, WA 98065

aquatix by landscape structures

Project Location:

**Snoqualmie Community Park**
35016 SE Ridge St
Snoqualmie, WA 98065

Ship To:

**Snoqualmie Community Park**
35016 SE Ridge St
Snoqualmie, WA 98065

| Date | Lead Time | Proposal & Drawing # | Quoted By |
|---|---|---|---|
| July 14, 2023 | 16 to 18 weeks | *1168696-01-04* | **John Larson 206.940.1108** |

| | | | | |
|---|---|---|---|---|
| | | WATER PLAY FEATURES | | |
| 1 lot | | per 'Water Play Features' on attached Aquatix Proposal #1168696-01-04, dated 7/14/2022 | | $ 452,440.00 |
| | | | | $ - |
| | | MECHANICAL COMPONENTS | | |
| 1 lot | | *per* 'Mechanical Components' on attached Aquatix Proposal #1168696-01-04, dated 7/14/2022 | | $ 244,269.00 |
| | | | | $ - |
| | | SERVICES | | |
| 1 lot | | per 'Services' on attached Aquatix Proposal #1168696-01-04, dated 7/14/2022 | | $ 8,032.00 |
| | | | | $ - |
| | | OPTIONAL SERVICES | | |
| 1 lot | | **Sealed Engineered Stamped Drawings**, by licensed PE in WA State | | $ 3,800.00 |
| 1 lot | | **System Startup and Training**, on site supervision (1) factory direct technician for (2) days system start-up and training | | $ 4,000.00 |
| | | OTHER | | |
| | | **Equipment Freight** | | $ 31,101.00 |
| | | **Aquatix Equipment Total** | | $ 743,642.00 |

| | | | |
|---|---|---|---|
| | INSTALLATION \| Based on Drawing/Plans/Submittal Packet #1168696-01-03, dated 3/13/2023 | | |
| *per attached scope* | Jobsite Prep/Mobilization/Survey | | $ 44,500.00 |
| *per attached scope* | Demolition of Existing Basketball Court | | $ 28,500.00 |
| *per attached scope* | Grading & Earthwork | | $ 87,350.00 |
| *per attached scope* | Plumbing & Drainage | | $ 134,000.00 |
| *per attached scope* | Concrete (per attached scope-of-work) | | $ 135,000.00 |
| *per attached scope* | Install Splash Pad Equipment | | $ 97,500.00 |
| *per attached scope* | Contingency | | $ - |
| *per attached scope* | Kite Shade Install | | $ 24,500.00 |

| | | | | |
|---|---|---|---|---|
| | | ELECTRICAL \| Based on Drawing/Plans/Submittal Packet #1168696-01-03, dated 3/13/2023 | | |
| | Prime | Labor and material for installation of new 100 amp 120/208 volt single phase service for splash park pending load study. | | |
| | Prime | Labor and material for installation of all raceways, conductors, terminations and testing. | | |
| | Prime | Provide all electrical permits and inspections per city codes. | | $ 73,500.00 |

Prime Electric Exclusions: Coring & Scanning, Temporary Power & Lighting, Security Rough-in, Existing Code Violations, Escalating Material pricing, Utility Charges, Cutting Patching Painting, Sawcutting Trenching

Sourcewell Contract #010521-LSI [ City of Snoqualmie ID# 76498 ] Pricing Discount $ (22,622.00)

**Issue Purchase Order to:**

**Aquatix by Landscape Structures, Inc.**
attention: **Aaron Skogen**
601 - 7th Street South
Delano, MN 55328-0198
**aaronskogen@playlsi.com**
763.972.4978

aquatix by landscape structures

**Send for processing to:**

**PlayCreation, Inc.**
attention: **John Larson**
2104 SW 152nd Street, ste 1
Burien, WA 98166
**JohnL@PlayCreation.com**
206.932.6366

| | |
|---|---|
| ***Freight*** | (see above) |
| ***Sub Total*** | $ 1,368,492.00 |
| ***Tax 8.9%*** | $ 121,795.79 |
| TOTAL | **$ 1,490,287.79** |

Please also sign signature page - page 7 (last page) of this proposal document

**APPROVAL** _____ _____
signature date PO#

*Quote Based on 2023 Pricing V1 | Pricing Valid for 30 days from date listed above | see following pages for complete terms*

## 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

**Demo**

- [ ] Removal of existing asphalt court

**Earthwork**

- [ ] 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

**Plumbing**

- [ ] 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.

**Concrete**

- [ ] 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.

**Electrical**

- [ ] 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.

**Exterior 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.

**Misc. Services**

- [ ] Kite Shade Installation

# Proposal

| | | | |
|---|---|---|---|
| **Dated:** | 7/14/2023 | **Project Name:** | Snoqualmie Falls |
| **Prepared For:** | John Larson<br>PlayCreation<br>206-932-6366<br>johnl@playcreation.com | **Aquatix Proposal Number:** | 1168696-01-04 |
| | | **Total GPM:** | 648 |

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 | Description | 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**

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

*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**

Client Name:_____

Company:_____ Phone Number:_____

Bill To Name/Address:

_____

_____

Ship To Name/Address:

_____

_____

Install Name/Address:

_____

_____

Maintenance Name/Address:

_____

_____

**Point of Contact** Name:_____

Email:_____ Phone Number:_____

Proposal Amount $_____

Sales Tax Amount $_____ (when applicable)

Final Contract Amount $ _____

** Sales tax will be added to your invoice if no tax exempt or resale certificate is received

_____ _____

Client Authorized Signature Date

_____

Print

The signing of this proposal hereby authorizes the client's acceptance of the above work as described.
The client has read, understands 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

landscape structures®



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aquatix
by landscape structures

952.445.5135 | 877.632.0503
aquatix.playlsi.com



# Snoqualmie Falls

## Splash Pad Design Proposal 7/14/2023

Presented by
**John Larson**
PlayCreation
(206) 932-6366
johnl@playcreation.com

PLAY*CREATION



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# Snoqualmie Falls

Design# 1168696-01-04 7/14/2023

PLAY CREATION





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*Custom GFRC features shown on splash pad for reference.
Refer to pages 12 and 13 for details.



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# Snoqualmie Falls

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PLAY CREATION





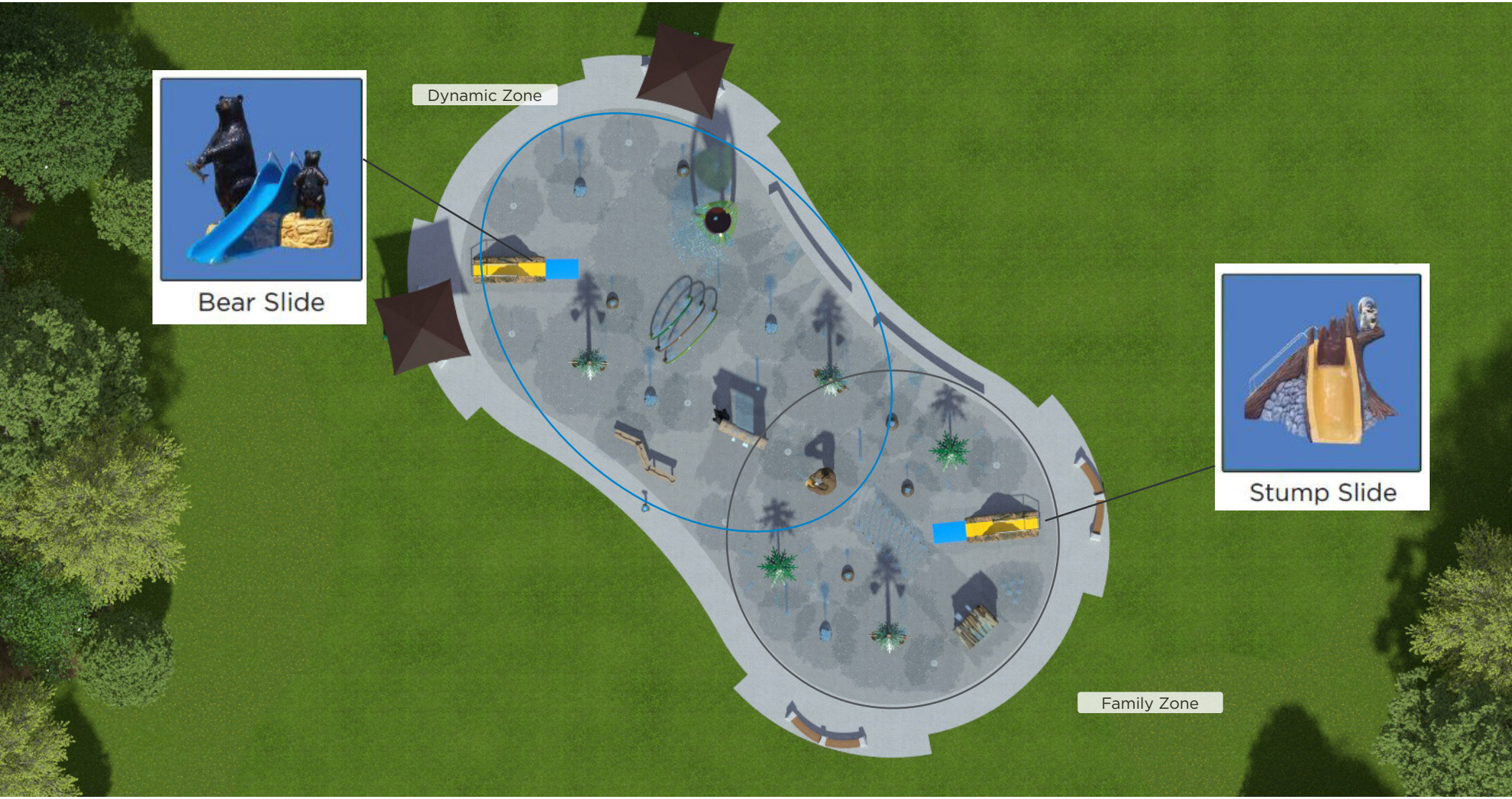
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# Snoqualmie Falls

Design# 1168696-01-04 7/14/2023

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*3D Rock slides shown on splash pad for reference.
Refer to “Stump Slide” and “Bear Slide” for actual feature.



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# Snoqualmie Falls

Design# 1168696-01-04 7/14/2023

PLAY CREATION

## Design Details

*Surface finishes and/or site furnishings shown are conceptual and provided by others.

### Proposed Color Palette

#### Paint Colors




#### Acrylic Colors




#### Step Pad Color

### Project Details

#### Dimensions

100’ x 100’

#### 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.



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# Snoqualmie Falls

Design# 1168696-01-04 7/14/2023

PLAY CREATION

## 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*



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# Snoqualmie Falls

Design# 1168696-01-03 12/15/2022

PLAY CREATION

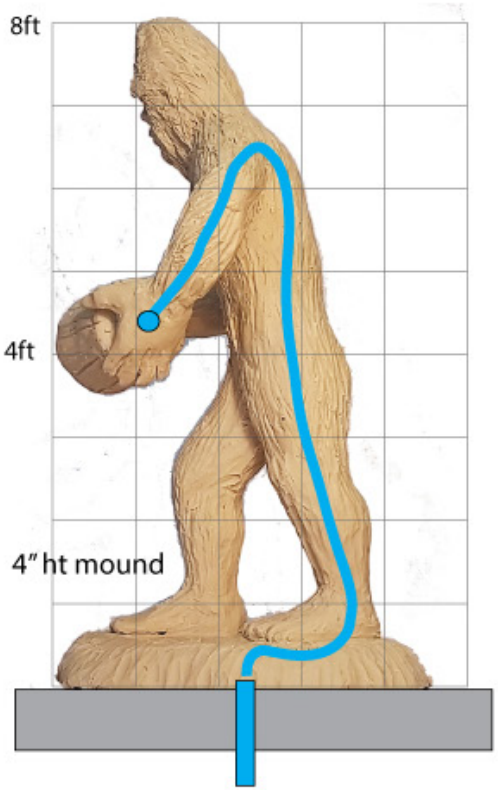
## Bigfoot

**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*



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# BUSINESS OF THE CITY COUNCIL
# CITY OF SNOQUALMIE

**AB23-102**
**August 14, 2023**
**Consent Agenda**

## AGENDA BILL INFORMATION

| | | |
|---|---|---|
| **TITLE:** | AB23-102: Resolution 1659 designating agent to receive claims. | ☐ Discussion Only<br>☒ Action Needed: |
| **RECOMMENDED ACTION:** | Adopt Resolution 1659 Designating the City Clerk or designee as the agent to receive claims. | ☐ Motion<br>☐ Ordinance<br>☒ Resolution |

| | | |
|---|---|---|
| **DEPARTMENT:** | Administration | |
| **STAFF:** | City Clerk | |
| **COMMITTEE:** | Finance & Administration | Meeting Date: August 8, 2023 |
| **EXHIBITS:** | 1. Resolution 1659 | |

## SUMMARY

**BACKGROUND**

This Agenda Bill seeks to update the claims agent to the City Clerk. The legislature has adopted EHB 1530 amending RCW 4.96.020, which amendment requires the governing body of each local government entity to appoint an agent to receive any claim for damages made under chapter 4.96 RCW.

From 2001 to March 2023, the City Clerk was the agent to receive claims for damages. In March 2023, Resolution 1637 was adopted designating the Risk Manager to serve as the agent to receive claims. However, the Risk Manager is no longer employed with the City and therefore, staff is asking Council to re-appoint the City Clerk or designee as agent to receive claims for damages on behalf of the city.

## RECOMMENDED ACTION

Move to adopt Resolution 1659 designating the City Clerk or designee as claims agent for the City of Snoqualmie.

# RESOLUTION NO. 1659

**A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, DESIGNATING THE CITY CLERK OR DESIGNEE AS THE AGENT OF THE CITY TO RECEIVE CLAIMS MADE PURSUANT TO CHAPTER 4.96 RCW AND AUTHORIZING RECORDING OF A NOTICE OF SUCH APPOINTMENT**

**WHEREAS**, the legislature has adopted EHB 1530 amending RCW 4.96.020, which amendment requires the governing body of each local government entity to appoint an agent to receive any claim for damages made under chapter 4.96 RCW, and

**WHEREAS**, by adoption of Resolution No. 1637 on March 13, 2023, the Snoqualmie City Council appointed the Risk Manager to serve as the agent to receive claims for damages made under Ch. 4.96 RCW; and

**WHEREAS**, the City Council wishes to change the designated agent, and appoint the City Clerk or designee as agent to receive claims against the City;

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

Section 1. The City Clerk or designee is hereby designated as the agent of the City of Snoqualmie to receive all claims for damages made under chapter 4.96 RCW.

Section 2. The City Clerk or designee is hereby authorized and directed to prepare a notice containing the identity of the agent and the address where he or she may be reached during the normal business hours, and to record such notice with the auditor of King County. The City Clerk or designee is further authorized to prepare and make available the tort claim form on which notices of claims for damages against the City are to be presented, along with instructions on when and how the form is to be presented, including delivery in person or via regular, registered, or certified mail, as well as electronically through the City website portal for submission of claims; and the name,

address, and business hours of the City Clerk; and any other information required by RCW 4.96.020(3)(c), as it currently exists or as it may hereafter be amended.

Section 3. Upon the effective date of this Resolution, Resolution No. 1637 is repealed and of no further force or effect.

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

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Approved as to form:

_____
David Linehan, Interim City Attorney

# BUSINESS OF THE CITY COUNCIL
# CITY OF SNOQUALMIE

**AB23-097**
**August 14, 2023**
**Committee Report**

## AGENDA BILL INFORMATION

| | | |
|---|---|---|
| **TITLE:** | AB23-097: Pacific West Rail Model Train Museum | ☐ Discussion Only<br>☒ Action Needed: |
| **PROPOSED ACTION:** | Approval of Development Agreement and Ground Lease for Pacific West Rail Model Train Museum, to be located on a proposed "public use" parcel known as Gateway Park. | ☒ Motion<br>☐ Ordinance<br>☐ Resolution |

| | | | |
|---|---|---|---|
| **REVIEW:** | Department Director | Emily Arteche | 7/13/2023 |
| | Finance | Drew Bouta | 7/13/2023 |
| | Legal | David Linehan | 8/9/2023 |
| | City Administrator | Mike Chambless | 8/7/2023 |

| | | |
|---|---|---|
| **DEPARTMENT:** | Administration | |
| **STAFF:** | Mike Chambless | |
| **COMMITTEE:** | Community Development | **DATE:** July 17, 2023 |
| **COMMITTEE:** | Finance & Administration | **DATE:** July 18, 2023 |
| **CITY COUNCIL:** | City Council Regular Meeting | **DATE:** July 24, 2023 |
| **CITY COUNCIL:** | City Council Special Meeting | **DATE:** July 31, 2023 |
| **EXHIBITS:** | 1. Development Agreement<br>2. Ground Lease | |

| | |
|---|---|
| **AMOUNT OF EXPENDITURE** | $ 0 |
| **AMOUNT BUDGETED** | $ 0 |
| **APPROPRIATION REQUESTED** | $ 0 |

## SUMMARY

**INTRODUCTION**

The proposed Pacific West Rail Model Train Museum would be located on City owned property commonly known as Gateway Park, which lies at the southwest corner of the intersection of Railroad Avenue SE and Snoqualmie Parkway (7001 Railroad Avenue SE, parcel no. 3024089017). The attached exhibits, Development Agreement and Ground Lease, allow the project to move forward.

**LEGISLATIVE HISTORY**

In December 2022 under AB22-132 the Council authorized the Mayor to approve a Memorandum of Understanding (MOU), to develop a park/museum on City property which will showcase a model train. The

MOU required the City and the proponents of the museum to prepare a development agreement and lease agreement.

**BACKGROUND**

On September 12, 2022, Peter Hambling presented his vision for an interpretive model train museum that will promote a cultural, historical, educational, and entertaining tourism experience for the City of Snoqualmie. The model train is a replica of Northwest Trunk Line. The project involves the construction of a 20,000 square foot building with parking to feature the model train along with community event space, a gift shop and other interactive features as well as an outdoor recreational area with picnic benches and other improvements on City property. The museum would be operated and managed by a nonprofit foundation (Pacific West Rail Foundation), and would be open to the public daily, Wednesday-Monday, 10:00 a.m. to 6:00 p.m., with limited exceptions for certain holidays.

The agenda bill and exhibits were presented to the Community Development Committee on July 17, 2023, and the Finance & Administration Committee on July 18, 2023. An introductory presentation was made by Peter Hambling at the July 24, 2023, City Council meeting and discussion was held at a City Council Special meeting on July 31, 2023.

**ANALYSIS**

The Development Agreement and Ground Lease do not require the City or the proponent to exchange money. During the term of the Development Agreement, the foundation would work to finalize the project design, obtain all necessary city approvals, and attempt to raise money to fund the construction. The term of the lease is set for 50-years, commencing when construction begins, with a stipulation that after the 50 years the building and related improvements would revert to the city, with the exhibits and other personal property of the museum remaining with the foundation. No permit fees will be charged to the proponents. The land would be provided to the proponents “as is,” subject to certain assumptions about its readiness for construction. The proponent must raise adequate funds to construct the museum/park within 5 years.

The City sees this project as a unique opportunity to create a new tourist destination and point of attraction for local residents and guests, which has the potential to drive additional economic activity to City businesses, including restaurants, hotels, and retail stores, thereby promoting the prosperity of the business community and increasing City tax revenues. The Museum would also be made available to the City to use as a venue for City events up to two times per year.

**BUDGET IMPACTS**

This agenda bill does not require the City to spend any funds. However, the City may have out-of-pocket costs associated with permit review as the project proceeds to construction. The museum is expected to encourage more tourism in the area and have a positive impact on the local economy.

**NEXT STEPS**

## PROPOSED ACTION

MOVE to approve the Development Agreement and Ground Lease for the Pacific West Rail Model Train Museum, to be located on the “public use” parcel known as Gateway Park, with the agreements to be substantially in the form provided herewith, and authorize the Mayor to sign.

# DEVELOPMENT AGREEMENT

**BY AND BETWEEN**

**CITY OF SNOQUALMIE,**
**A WASHINGTON MUNICIPAL CORPORATION**

**AND**

**PACIFIC WEST RAIL FOUNDATION,**
**A WASHINGTON NONPROFIT CORPORATION**

**DATED: _____, 2023**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is dated as of _____, 2023 and is by and between the CITY OF SNOQUALMIE (the "City"), a municipal corporation organized under the laws of the State of Washington, and the PACIFIC WEST RAIL FOUNDATION, a Washington nonprofit corporation ("PWRF"), collectively, the "Parties".

## RECITALS

The following facts and circumstances form the background of this Agreement:

WHEREAS, the Pacific West Rail ("PWR") is a model railroad layout that depicts fourteen different locations across the western United States within the timeframe of the early 1900's to the late 1960s. It was created by the country's preeminent model rail designer and reflects actual locations, accurately modeled with the highest degree of realism, with sound and lighting for different times of day and night and topography finished with materials from each of the locations. The collection includes 100 engines, 125 passenger cars and 550 freight cars running on one half-mile of tracks though miniature dioramas set in these recognizable landmark locations throughout the West. Some ten (10) major railroad lines are represented within the areas that they serve or served. The system is controlled by a command center using highly sophisticated software that runs the trains autonomously for hours with programming. Three full-time staff are employed to maintain and operate the model; and

WHEREAS, it is one of the largest model railroads and one of, if not the finest in the United States in its faithful creation of real world railroads in their respective locations. Its multimillion dollar value has been determined by a highly-regarded, experienced professional and is indisputably a one-of-a-kind fully operational collection; and

WHEREAS, its founder and owner, local resident and entrepreneur Peter Hambling ("Hambling"), always has intended to share the PWR with the public in a suitable venue in an appropriate location; and

WHEREAS, Hambling has formed the nonprofit PWRF to which he intends to donate the model railroad in its entirety if and when a publicly accessible museum can be established to house it; and

WHEREAS, the City enjoys a rich railroad history and also is the home to the legacy Snoqualmie Valley Railroad ("SVR"); and

WHEREAS, the City has expressed a keen interest in providing land for the construction of PWRF's museum adjacent to tracks of the SVR, enabling real-time comparison between the actual and the model; and

WHEREAS, the PWRF has indicated that it intends that its museum would, ideally in close and respectful collaboration with the Snoqualmie Tribe if it is located in Snoqualmie, suitably convey the deleterious impact the extension of the transcontinental railroads had on Tribal Nations and Indigenous People across the Western United States. Toward that end it expects that museum

exhibitry will include candid, informative and respectful explanations, based on information available to the museum, of that impact in order that the public may begin to comprehend this dimension of the arrival of the railroads in the Puget Sound region; and

WHEREAS, the City and PWRF have negotiated a mutually acceptable Ground Lease of certain City property for the proposed site of the museum and providing for its operation by PWRF once constructed; and

WHEREAS, Hambling has engaged the well-known Olson Kundig architectural firm to design the publicly accessible museum to be located on the proposed site; and

WHEREAS, the City and the PWRF also have negotiated this mutually acceptable Development Agreement under which PWRF will be responsible for raising the funding needed to construct the museum designed by the Olson Kundig firm. When funding has been secured, PWRF will build the museum as designed and approved by the City; and

WHEREAS, Hambling and his spouse have executed a Contingent Gift Agreement under which they will give the PWR model railroad to the PWRF upon completion of the Olson Kundig designed museum on the site proposed to be leased to the Foundation by the City,

**NOW THEREFORE**, in consideration of the foregoing, of the mutual promises of the Parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and contingent upon concurrent execution of the Ground Lease between the Parties and the Contingent Gift Agreement between Peter and Lorrie Hambling and PWRF by all relevant Parties, the Parties hereby agree as follows:

## AGREEMENT

## ARTICLE 1

### Effective Date; Incorporation of Documents and Materials; Definitions

Section 1.1 Effective Date. This Agreement will be effective upon the date when both of the following conditions are satisfied: (a) the City Council of the City ("City Council") has authorized this Agreement; and (b) this Agreement is executed by authorized representatives of the City and PWRF.

Section 1.2 Incorporation of Documents and Materials. The following documents and materials are attached as exhibits to this Agreement and by this reference are incorporated into this Agreement:

Exhibit A: Preliminary Project Schedule
Exhibit B: Site Plan
Exhibit C: Preliminary Project Design
Exhibit D: Preliminary Project Budget
Exhibit E: Fundraising Plan

Section 1.3 Definitions. The following terms shall have the respective meanings set forth below for this Agreement.

(a) "Agreement" means this Development Agreement between the City of Snoqualmie and the Pacific West Rail Foundation.

(b) "City" means the City of Snoqualmie, a Washington municipal corporation.

(c) "City Indemnified Parties" is defined in Section 5.1.

(d) "Design Review Board" means the body established and governed by Chapter 17.80, Snoqualmie Municipal Code, as presently enacted or subsequently amended or recodified.

(e) "Final Project Budget" means the all-inclusive budget that the City Administrator of the City ("City Administrator") concurs is consistent with the cost of completing construction of the Final Project Design under Section 4.4.

(f) "Final Project Design" is the design reflected in the Project's one hundred percent (100%) construction documents approved by the City Design Review Board under Section 4.2.1.

(g) "Final Project Schedule" incorporates all pre-construction activities required under this Agreement and reflects the projected schedule for completion of construction of the Project following the issuance of PWRF's Notice to Proceed, when authorized under Section 4.4.

(h) "Fundraising Plan" is the PWRF's plan for securing the resources required to construct its Museum, as provided in Section 3.2.1.

(i) "Land" means the City land on which the Museum will be constructed by the PWRF, as shown in Exhibit B and as more specifically identified in the Lease.

(j) "Lease" means the Ground Lease for the Pacific West Rail Museum site by and between the City, as landlord and PWRF, as tenant, dated of even date herewith.

(k) "Museum" or "PWR Museum" means the Pacific West Rail Museum to be operated by PWRF or any subsequent museum or other operator of the PWR Museum.

(l) "Notice to Proceed" means the notice provided by PWRF to the Project general contractor to commence construction of the PWR Museum upon satisfaction of the requirements of Section 4.4.

(m) "Parties" means the City of Snoqualmie and the Pacific West Rail Foundation.

(n) "Preliminary Project Budget" means an all-inclusive budget reflecting the estimated cost of construction of the Project based on the Preliminary Project Design, including contingencies consistent with industry standards and soft costs such as professional services and applicable taxes.

(o) "Preliminary Project Design" is defined in Section 4.2.1.

(p) "Preliminary Project Schedule" is defined in Section 2.4 and shown in Exhibit A.

(q) "Project" means the development and construction of the Pacific West Rail Museum for public museum purposes.

(r) "Project Coordinator" is defined in Section 4.5(a).

(s) "Project Manager" is defined in Section 4.5(a).

(t) "PWRF" means the Pacific West Rail Foundation.

(u) "PWRF Indemnified Parties" is defined in Section 5.1(b).

## ARTICLE 2

## General Provisions

Section 2.1 Scope. PWRF will construct the PWR Museum on the Land substantially consistent with the Final Project Design as evolved from the Preliminary Project Design provided in Exhibit C, at a currently estimated total cost of approximately Twenty-two Million Nine Hundred Ninety-Five Thousand Fifty to Thirty Million Five Hundred Sixty-four Thousand Five Hundred Dollars ($22,995,050 – $30,564,500).

Section 2.2 Development Agreement. The Parties' rights, responsibilities and obligations during design, development and construction of the Project are delineated in this Agreement.

Section 2.3 Lease. The Parties' long-term rights, responsibilities and obligations concerning operation of the PWR Museum are reflected in the Lease. Under the Lease, PWRF is obligated to provide enumerated Public Benefits (as required under the Lease) during its operation of the Museum.

Section 2.4 Schedule. PWRF shall use its best efforts to start construction of the Project within three (3) years from the effective date of this Agreement. The Parties, by mutual agreement, may extend the construction start date by a maximum of two (2) additional years, in up to two (2) one (1)-year increments. The current Preliminary Project Schedule for securing Project funding

and the concurrent evolution of the Project's design and budget is attached hereto as Exhibit A. The Project schedule remains subject to change as the Project evolves.

## ARTICLE 3

## Preliminary Project Budget and Funding

Section 3.1 Preliminary Project Budget. The current Preliminary Project Budget to complete construction of the Project is attached hereto as Exhibit D. The Preliminary Project Budget reflects the preliminarily estimated cost of construction of the Project based on the Preliminary Project Design, as discussed in Section 4.2. The all-inclusive Final Project Budget shall continue to include all direct and indirect costs as well as contingencies consistent with industry standards.

Section 3.2 PWRF Funding and City Support.

3.2.1 PWRF Funds and Fundraising.

(a) As reflected in Exhibit D, the Preliminary Project Budget currently totals between Twenty-two Million Nine Hundred Ninety-Five Thousand Fifty to Thirty Million Five Hundred Sixty-four Thousand Five Hundred Dollars ($22,995,050 – $30,564,500) to complete the development and construction of the Project, to be provided from all available sources. PWRF will be responsible for securing the funding needed to fully fund the eventual Final Project Budget, increased or decreased as appropriate resulting from scope, design and schedule changes and any cost overruns, all as provided herein. PWRF's fundraising commitment shall be increased to reflect the additional cost of any financing necessary to ensure the availability of funding as needed during construction of the Project (above the projected cost of any such financing reflected in the Final Project Budget). PWRF agrees to use its best efforts to secure commitments from private individuals, corporations and foundations, and governmental sources (other than the City) for such funds on a schedule consistent with its Fundraising Plan, attached hereto as Exhibit E. PWRF's success in achieving its fundraising objectives shall be evaluated by the City Administrator when making their determinations under Section 4.4. Such evaluation shall include review of PWRF's private sector donor pledges, pledge payment experience and such other relevant information the City Administrator may reasonably require. PWRF's private sector donor pledges will be reviewed by the City Administrator under procedures to protect the confidentiality of donors and PWRF donor-related information to the extent possible. PWRF will submit to the City Administrator a copy of the pledges in a form acceptable to the City Administrator, with donor names verified by the City Administrator but omitted from the copy submitted. The City Administrator will approve a pledge if it is from a person or entity of substantial net worth in relation to the amount pledged and the City Administrator knows of no reason the pledge will not be honored.

(b) If requested by PWRF, the City will consider providing financing or credit enhancement for PWRF financing that may be needed to bring City-approved pledges forward to facilitate commencement of construction.

(c) If PWRF determines that, its best efforts notwithstanding, it is unlikely to be able to secure sufficient funding to complete the Project as presently conceived and as represented in the Preliminary Project Design, it shall so advise the City. The Parties shall confer and determine whether a mutually agreeable alternative project may be constructed and operated within projected reasonably available resources. In the event the Parties concur that such an alternative project would be mutually acceptable, the requirements of this Agreement may be modified to reflect such a modified project, including revising the Project design, budget and schedule for completing it, as appropriate. If the Parties cannot achieve concurrence on such an alternative project, particularly if the PWRF concludes, in its sole discretion, that its fundraising efforts are unlikely to yield sufficient resources to construct any project that would fulfill its vision and aspirations, this Agreement shall be terminated, as provided in Section 6.16.2.

3.2.2 City Support. The City shall provide the following in support of the development and construction of the PWR Museum:

(a) Land. The City shall provide the Land to PWRF for construction of its PWR Museum under this Agreement and its operation under the Lease. The City, to the best of its knowledge based on its prior evaluation and studies of the condition of the Land and its readiness for construction of improvements such as the PWR Museum, represents that it considers the Land to be in construction-ready condition (recognizing that no construction may occur until necessary land use approvals and construction permits are obtained by PWRF). In reliance on such representation, PWRF accepts the Land in its current condition. However, if, during the course of its preconstruction activities or during construction of the Museum, PWRF discovers or encounters conditions that would materially increase the budgeted cost of constructing the Museum, including the cost of any resulting delays in construction; materially reduce the buildable size of the Land; or require material on-going Land-related expense, the City shall be responsible for addressing such conditions, at its sole expense. For example, the City shall fully remediate any environmental or address other physical conditions that require such remediation or other measures before construction may proceed. The City also will respectfully address, at its sole expense, any archaeological, cultural or other physical impediments that may affect Project construction. If the City determines, in its sole discretion, that the cost of delivering a suitable site as required herein is beyond its means to fund, this Agreement shall terminate as provided in Section 6.16.2(b). If the PWRF, in its sole discretion, determines that the Land is no longer viable for the Project, this Agreement shall terminate as provided in Section 6.16.2(c).

To the extent that the Project is proceeding but has been delayed as a result of the City's efforts to address Land-related issues as required under this Agreement, the Preliminary Project Schedule provided in Section 2.4 for the start of construction shall be extended accordingly.

(b) Permitting and Other City Fees and Costs. The City shall waive or, as needed, bear, at its sole expense, any permitting fees or other project-related City costs, including without limitation, any internal or external project management or oversight expenses such as the cost of third-party reviews and inspections that the City may incur from the date of execution of this Agreement until completion of Project construction.

( c) Public Participation and Community Engagement. The City, at its expense and in close coordination with PWRF, shall engage the Snoqualmie Tribe and the greater Snoqualmie community to respectfully solicit and inform public opinion regarding the Project.

(d) The City, at no cost to PWRF, shall provide land suitable for Project construction staging as provided in Section 4.5(f) and Project construction-related and worker parking as provided in Section 4.5(g).

## ARTICLE 4

## Project Design and Construction

Section 4.1 Project Management. Subject to the requirements of this Agreement, PWRF shall at its expense undertake and be responsible for the management of all aspects of the design and construction of the Project. PWRF shall engage and manage, without limitation, project managers, architects and other design professionals and a general contractor with the expertise and experience necessary to successfully complete the project. In conducting any construction work on the premises, PWRF shall cause all work to be done in a good and workmanlike manner and shall comply with or cause compliance with all laws. PWRF shall obtain or cause to be obtained and maintain in effect, as necessary, all master use permits (including State Environmental Policy Act ("SEPA" approvals), certificates of approvals, building permits, licenses and other governmental approvals that may be required in connection with such work, subject to the City's commitment provided in Section 3.2.2(b). PWRF shall complete construction of the Project substantially consistent with the Final Project Design, except as specifically provided herein. PWRF shall use its good faith best efforts to resolve issues that may arise during construction to avoid material or other changes to the Final Project Design that would require the approval of the City Design Review Board by, among other measures, applying contingency funding available within the Preliminary Project Budget; adjusting the Project schedule; reducing costs through permissible changes to the Final Project Design and other means; and, as needed, committing additional funds to supplement the Preliminary Project Budget.

Section 4.2 Design Review and Approval; Consistent Preliminary Project Budget.

4.2.1 City Design Review and Approval. Sequential, major phase design documents (including schematic design, design development and permit documents) shall be reviewed and approved by the City Design Review Board, which approval shall not be unreasonably denied, conditioned or delayed. The Project's Preliminary Project Design is attached hereto as Exhibit C. Upon the City Design Review Board's approval of the Project's one hundred percent (100%) construction documents, such documents shall constitute the Final Project Design for purposes of this Agreement. The Final Project Budget for construction of the PWR Museum consistent with the Final Project Design shall be determined by PWRF and is subject to the approval of the City as provided in Section 4.4.

4.2.2 Material Change. Any material changes to the Final Project Design require the prior approval of the City Design Review Board, which approval shall not be unreasonably withheld or delayed. A material change is any change estimated to cost Two Hundred Thousand

Dollars ($200,000) or more to complete and that, in the reasonable determination of the City Administration, materially affects the design, function or utility of the Project, including but not limited to elimination or addition of a significant element or feature; discernible or functional alteration in the quality or projected performance of any significant feature or system; or any significant change in the use or appearance of any major space or component. PWRF shall notify the City Administrator of any proposed material changes. Any dispute between the Parties as to whether a proposed change is material shall be resolved in favor of requiring the City Design Review Board's approval. Before PWRF gives its construction contractor its Notice to Proceed with construction, the Parties shall develop a process under which any proposed material changes shall be reviewed by the City Design Review Board, including a timeline for such review designed to minimize potential delays in completing the Project consistent with the Final Project Schedule. Nothing in this paragraph shall be construed as limiting the authority of the City to approve or disapprove proposed changes to the Project when acting in its regulatory capacity.

4.2.3 Signage. The PWR Museum may be identified by signage affixed on the building and located elsewhere on its leased premises. Initial signage for the PWR Museum and leased premises shall be incorporated in the Project design and shall be subject to the review and approval of the City Design Review Board in the context of review and approval of the design as provided in Section 4.2.1. The Project design may also include features or fixtures necessary for the display and support of temporary promotional or informational signage such as banners and flags.

Section 4.3 Requirements for Construction. In managing the Project, PWRF shall ensure that the Project and its general contractor and others as appropriate apply good faith best efforts to comply with the contracting requirements provided herein. PWRF shall comply with the following additional requirements:

(a) Upon completion of construction of the Project, PWRF shall apply for Leadership in Energy and Environmental Design (LEED) certification at the Silver level or higher, under the U.S. Green Building Council's Rating System.

Section 4.4 Notice to Proceed.

PWRF may issue its Notice to Proceed to its general contractor upon receipt of the following:

(a) concurrence by the City Administrator that the Final Project Budget is consistent with the cost of completing construction of the Final Project Design, based on their review of the most recent construction cost estimates provided by PWRF;

(b) the determination of the City Administrator, based on their review of the status of PWRF's fundraising efforts against its Fundraising Plan, that PWRF has timely access to sufficient funds from all available sources, including private individuals, corporations and foundations and public sources other than the City, to fully fund the cost of completing construction of the Project, as reflected in the Final Project Budget; and

(c) concurrence by the City Administrator that (i) PWRF's general contractor has agreed to a guaranteed maximum price to construct the Project as represented in the Final Project Design and consistent with the Final Project Budget; and (ii) PWRF's contract with its general contractor provides for the requirements for construction under this Agreement.

Section 4.5 Project Management and Coordination.

(a) Project Manager and Coordinator. At least thirty (30) days prior to issuing its Notice to Proceed, PWRF shall notify the City Administrator of the identity of the PWRF construction contractor's project manager ("Project Manager") by name and such person's business and home telephone numbers, and the City shall provide to PWRF comparable contact information for the City project coordinator ("Project Coordinator"). In the event either such person is replaced, the party changing personnel shall provide notice to the other no later than the effective date of such replacement, including such replacement's name and business and home telephone numbers.

(b) Project Construction Meetings. The Project Manager shall keep the Project Coordinator informed of the time and place of each regular and special project construction meeting to enable the Project Coordinator to attend, become informed about the status of the Project, participate in discussions and present the City's position regarding matters being discussed. The Project Manager shall also participate in such separate meetings with the Project Coordinator and, at the City Administrator's option, with the City Administrator's designee, as may be scheduled by the Project Coordinator with at least three (3) days' prior notice.

(c) Status Reports. Within seven (7) days after the receipt by PWRF of any project construction meeting minutes, PWRF shall deliver a copy of each of the same to the Project Coordinator.

(d) Minimization of Adverse Impacts. PWRF shall protect from damage or destruction all private and public property near the construction premises not scheduled for repair, replacement or removal. All Project-related demolition, construction, alteration, addition, improvement and other activity or work performed by or for PWRF on the construction premises shall be carried out in a manner that minimizes any adverse impact on nearby City property and the use thereof by the City or third parties, and on any private property near the Project. (For purposes of this requirement, the term "property" includes land, trees, shrubbery and landscaping, irrigation facilities, drainage, survey markers and monuments, buildings and structures, conduits and pipes, meters, fences, pavements, curbs, driveways, sidewalks, and other property of any description, excluding the premises subject to the Lease.) PWRF shall prepare for the City Administrator's reasonable review and approval a plan for construction fencing, including routes for temporary pedestrian access around the construction site, before mobilization work begins. PWRF shall work with the Project Coordinator to schedule construction activity to minimize construction impacts such as noise, dust and fumes. Nothing in this Section 4.5(d) limits the City's authority to impose SEPA mitigation measures on the Project when acting in its regulatory capacity.

(e) Waste Disposal. PWRF shall secure and provide within the construction premises, appropriately sized containers for the collection of all waste materials, debris and rubbish associated with the Project. PWRF shall keep the site and all adjacent property free from the accumulation of waste materials, rubbish and windblown debris associated with the Project and, daily, shall dispose of all flammable, hazardous and toxic materials generated by or otherwise associated with, but not needed for construction of, the Project. Storage and disposal must be in accordance with applicable Federal, State and local laws, fire codes and regulations. All waste materials, debris and rubbish generated by or otherwise associated with the Project shall be disposed of legally at disposal areas away from the site. Upon completing the Project, PWRF shall ensure that the site and the roadways and walkways immediately surrounding the site are cleaned to the reasonable satisfaction of the Project Coordinator, and that all tools, equipment and surplus materials, and waste materials, debris and rubbish associated with the Project have been removed from the site.

(f) Staging and Fencing. The Parties shall cooperate in the identification of sufficient space reasonably proximate to the site for the exclusive use of PWRF's contractor and its subcontractors and their employees, agents or contractors for construction staging activities. Such activities include, without limitation, parking of construction, contractor and construction worker vehicles, temporary structures and storage of construction materials to be used in the Project. The space shall become available for staging when PWRF authorizes its contractor to proceed with construction of the Project and terminate upon Project completion. PWRF shall fully restore the staging space, as provided in Section 4.2. During Project construction, PWRF may install a temporary perimeter fence enclosing its staging area and the site to secure both the site and the staging area. Such fencing is subject to the City Administrator's approval as provided in Section 4.5(d) and shall be removed upon Project completion.

(g) Construction-related and Worker Parking. The City and PWRF shall develop a plan for identifying locations for parking for Project contractors, suppliers and construction workers to minimize the impact of worker parking on the site and the surrounding neighborhood. Ideally, such parking shall be provided on the City property provided for construction staging under Section 4.5(f).

Section 4.6 PWRF Cost Overruns Responsibility and Risk Management.

4.6.1 Cost Overruns.

(a) The Parties agree to apply good faith best efforts to complete the Project consistent with the Final Project Design. Funds required for any increases in the Preliminary Project Budget necessary to complete the Project substantially consistent with the Final Project Design (as potentially modified under this Agreement) shall be provided by PWRF from sources other than the City, except as specifically provided herein. PWRF's responsibility for cost overruns includes responsibility for those due to unforeseen conditions that must be addressed for the Project to proceed, but only to the extent such conditions can be remedied with resources available within the Preliminary Project Budget. Upon discovery of an unforeseen condition that must be addressed for the Project to proceed, PWRF will notify the City Administrator. PWRF will evaluate ways to resolve any such conditions for the Project to proceed

and determine the cost of doing so. In addressing such additional cost, PWRF may, among other measures, apply contingency funds within the Preliminary Project Budget, make modifications to the Final Project Design, and apply such additional funds that PWRF, in its sole discretion, determines to provide to increase the Preliminary Project Budget. PWRF will keep the City Administrator apprised of its work and advise them of its plans for addressing such conditions, specifically including any proposed changes in the Final Project Design requiring Design Review Board approval under Section 4.2.2. If PWRF concludes that it lacks the resources to address any such unforeseen conditions and that it cannot complete the Project, it will so notify the City Administrator. The Parties will cooperate in developing and implementing a plan to suspend or terminate the Project.

(b) PWRF's responsibility for cost overruns notwithstanding, the City shall bear financial responsibility for any direct or indirect cost increases associated with changes to the Project that the City requests after the City Administrator approves the Final Project Design (excluding permitting or other regulatory requirements).

4.6.2 Retainage and Bonding. PWRF shall establish retainage for purposes equivalent to those stated in Ch. 60.28 RCW at not less than five percent (5%) of its contractor's guaranteed maximum price and shall require bonding by its contractor to the extent warranted, in its judgment and discretion after consultation with the City Administrator.

4.6.3 Liens. PWRF shall pay or cause to be paid all sums payable by it for any labor performed or materials furnished in connection with any work performed on the Project. PWRF will discharge, by bond or otherwise, any mechanic's or materialman's lien filed against the premises for work claimed to have been done for, or materials claimed to have been furnished to PWRF, within thirty (30) days after filing.

Section 4.7 Insurance Requirements

4.7.1 PWRF's Insurance Requirements. From and during the effective date of this Agreement, PWRF shall, at its sole cost and expense and as part of project costs, procure and maintain with insurers acceptable to the City, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by PWRF, its agents, representatives, employees, consultants, subconsultants, contractors and/or subcontractors. Coverage shall be at least as broad as:

4.7.1.1 Commercial General Liability. Insurance Services Office form number (CG 00 01) or equivalent covering Commercial General Liability Policy shall be written on form CG 00 01 07 98 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard form and shall include coverage for:

1. Premises/Operations;
2. Products/Completed Operations;
3. Advertising Injury;
4. Contractual Liability;
5. Independent Contractors;

6. "Additional Insured" status provided to relevant project entities;
7. Unintentional failure to disclose provision;
8. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per Project) or equivalent; and
9. A broadened knowledge of occurrence provision.

Such insurance must provide a minimum limit of not less than $5,000,000.00 general aggregate per location aggregate. Such insurance shall not contain exclusions related to explosion, collapse, underground, and blasting. PWRF shall maintain coverage for completed operations/product liability claims as part of such Commercial General Liability policy or provide evidence of completed operations/product liability for at least six (6) years after substantial completion of the Project. The policy will not exclude coverage losses resulting from perils and acts of terrorism so long as terrorism coverage is commercially available. If any such insurance policy excludes coverage for perils and acts of terrorism, PWRF will obtain a separate terrorism insurance policy in the coverage amount required by this paragraph in form and substance reasonably satisfactory to the City.

4.7.1.2 Automobile Liability. Insurance Services Office form number (CA 00 01) or equivalent covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, with a limit of not less than $2,000,000.00 combined single limit per occurrence.

4.7.1.3 Workers' Compensation. Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits, and any other applicable State Workers' Compensation Law.

4.7.1.4 Employer's Liability or "Stop Gap". The protection provided by the Workers' Compensation Policy, Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability or Worker's Compensation Policy in the amount of at least $2,000,000.

4.7.1.5 Builder's Risk Insurance. During the period of construction, PWRF shall also procure and maintain Builder's Risk Insurance, which shall be written on an "all-risk" completed value policy form in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by PWRF, the City, or others, comprising total value for the entire Project at the site on a replacement cost basis, including cost to cover professional fees. Coverage shall be provided for (i) the perils of earth movement including earthquake and flood (an earthquake and flood sublimit may be allowed, as mutually agreed to by PWRF and the City and may be subject to probable maximum loss study); (ii) resultant damage from errors in design, plans, specifications, faulty workmanship, materials and construction; (iii) "extra expense"; (iv) temporary buildings, debris removal and all materials to be stored offsite and while in transit to the jobsite; (v) "cold testing" of all building systems; (vi) PWRF's loss of use of the Project due to delays in Project completion caused by covered peril losses to the Project, including loss of income and rents and soft costs such as interest on any construction loan, real estate taxes and insurance premiums; (vii) the increased cost of construction, debris removal and demolition due to the operation of building laws and code upgrades; and (viii) direct physical damage to the Project and loss of use caused by an off premises

services interruption. PWRF shall have the required Builder's Risk Policy in place no later than commencement of construction. The Builder's Risk Policy shall have a deductible no greater than $5,000 (except for flood and earthquake damage, which may be higher) and shall be paid by PWRF. The Builder's Risk Policy shall include PWRF, the general contractor and their respective subcontractors and other contractors as insureds in an amount equal to their interest with a loss payable clause in favor of any construction lender, as their interests may appear. PWRF shall keep the Builder's Risk Policy in place from commencement of construction until substantial completion. Upon substantial completion, the completed project broad-form all risk property insurance coverage will take effect immediately. The policy will not exclude coverage losses resulting from perils and acts of terrorism so long as terrorism coverage is commercially available. If any such insurance policy excludes coverage for perils and acts of terrorism, PWRF will obtain a separate terrorism insurance policy in the coverage amount required by this paragraph in form and substance reasonably satisfactory to the City.

4.7.1.6 Umbrella/Excess Liability. Coverage shall follow form of the General Liability, Employer's Liability, and Automobile Liability.

4.7.2 Contractors' Insurance Requirements. From and after the Effective Date of this Agreement, the contractor shall, at its sole cost and expense, procure and maintain or cause to be procured and maintained with insurers acceptable to the City, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by contractor, its agents, representatives, employees, consultants, contractors and/or subcontractors. Coverage shall be at least as broad as follows. PWRF shall include a provision in each construction contract requiring each contractor to maintain the following minimum scope and limits of insurance.

4.7.2.1 Commercial General Liability. Insurance Services Office form number (CG00 01) or equivalent covering Commercial General Liability including coverage for:

1. Premises/Operations;
2. Products/Completed Operations;
3. Advertising Injury;
4. Contractual Liability;
5. Independent Contractors;
6. Explosion collapse underground hazards;
7. Personal injury with employment and contractual exclusions deleted;
8. Unintentional failure to disclose provision;
9. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per Project) or Equivalent;
10. Blasting (if explosives are used in the performance of the Work); and
11. A broadened knowledge of occurrence provision.

Such insurance must provide a minimum limit of liability of $2,000,000 per occurrence and $2,000,000 aggregate per project/location, with at least $2,000,000 products-completed operations aggregate limit. PWRF shall also obtain an umbrella policy with limit of at least $5,000,000.

The contractor's CGL insurance shall not exclude perils generally known as XCU (Explosion, Collapse and Underground Property Damage), Subsidence, Absolute Earth Movement (except as respects earthquake peril only) or any equivalent peril.

The contractor's CGL insurance shall include each of City and PWRF as an additional insured for Products and Completed Operations by providing additional insured status on the ISO CG 20 10 11 85 or CG 20 37 endorsement, or by an equivalent policy or endorsement provision. The Products and Completed Operations additional insured status for City shall remain in effect for not less than six (6) years following substantial completion.

4.7.2.2 Automobile Liability. Automobile Liability Insurance Services Office form number (CA 00 01) or equivalent for owned, non-owned, hired, and leased vehicles, as applicable, with a minimum limit of liability of $1,000,000 Combined Single Limit (CSL). If pollutants are to be transported, CA 99 48 endorsement is required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

4.7.2.3 Workers' Compensation. The contractor shall comply with Workers' Compensation coverage as required by Title 51 RCW (Industrial Insurance) and any other applicable State Workers' Compensation laws.

4.7.2.4 Employer's Liability or "Stop Gap". The protection provided by the Workers' Compensation Policy, Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability or Workers' Compensation Policy in the amount of at least $2,000,000.

4.7.2.5 Contractor's Pollution Liability. Contractor shall provide contractor's Pollution Liability coverage in the amount of $2,000,000 per occurrence or claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed. Insurance shall not exclude pollution arising out of asbestos, lead, mold and/or PCB operations. Evidence of insurance must specifically state that such coverage is included. Contractor shall be responsible for obtaining and maintaining evidence of Transportation coverage (including MCS-90 and CA 9948 Endorsements for Automobile Liability) and Disposal Site Operators Insurance from all subcontractors and site operators. If coverage is placed on a "Claims-Made" basis, then the Retrospective Date of the policy must match or precede the date these contracts are executed. Evidence of continuous coverage or an extended reporting period endorsement shall be required for a period of six (6) years after substantial completion.

4.7.2.6 Contractor's Professional Liability. In any construction contract that requires professional services as part of the work, contractor shall provide $2,000,000 per claim/$2,000,000 aggregate professional liability errors and omissions coverage. If coverage is placed on a "Claims-Made" basis, then the Retrospective Date of the policy must match or precede the date the first professional services are provided. Evidence of continuous coverage or an

extended reporting period endorsement shall be required for a period of six (6) years after substantial completion.

4.7.3 Design and Engineering Consultants' Insurance Requirements. From and after the effective date of this Agreement, the professional consultant shall, at its sole cost and expense and as part of project costs, procure and maintain or cause to be procured and maintained with insurers acceptable to the City, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by professional consultant, its agents, representatives, employees, consultants, contractors and/or subcontractors. PWRF shall require in each professional consultant contract that the consultant provide the following minimum scope and limits of insurance:

4.7.3.1 General Liability. Insurance Services Office form number (CG00 01) or equivalent covering Commercial General Liability, including coverage for completed operations/product liability, independent contractors, contractual liability, explosion collapse underground hazards, personal injury with employment and contractual exclusions deleted, unintentional failure to disclose provision, and a broadened knowledge of occurrence provision with a limit of not less than $2,000,000 combined single limit per occurrence, $2,000,000 general aggregate per project/location. Professional consultant shall maintain coverage for completed operations/product liability claims as part of such Commercial General Liability policy or provide evidence of completed operations/product liability for at least six (6) years after substantial completion of the Project.

4.7.3.2 Automobile Liability. Insurance Services Office form number (CA 00 01) or equivalent covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, with a limit of not less than $1,000,000 combined single limit per occurrence.

4.7.3.3 Workers' Compensation. Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington or any other applicable State Workers' Compensation Law, at statutory limits.

4.7.3.4 Employer's Liability or "Stop Gap". The protection provided by the Workers' Compensation Policy, Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability or Worker's Compensation Policy in the amount of at least $2,000,000.

4.7.3.5 Professional Liability Errors and Omissions. Consultant shall provide $2,000,000 per claim/aggregate professional liability errors and omissions coverage. Such coverage shall continue in force or be extended by professional "Tail" coverage for a period no less than six (6) years from Project completion.

4.7.4 Terms and Conditions. The policies required under this Section 4.7 shall meet all requirements below.

4.7.4.1 The City of Snoqualmie as Additional Insured. The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include the "City of

Snoqualmie, its officers, officials, employees, agents and volunteers" as additional insureds. All insurance shall be primary and non-contributory to any insurance maintained by or available to the City. The term "insurance" in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.

4.7.4.2 Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited. PWRF's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. PWRF's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City from coverage or asserting a claim under PWRF's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. PWRF's failure to comply with any of the requisite insurance provisions shall, at the discretion of the City, serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by PWRF or reduced and/or offset against the Agreement.

4.7.4.3 Cancellation Notice. Such policies shall not be renewed, canceled, or materially modified without thirty (30) days' prior written notice to the City or ten (10) days for non-payment of premiums. PWRF shall provide City with notification in the event of any reduction or restriction of insurance limits or coverage of any respective policies.

4.7.4.4 Minimum Security Requirements: Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A–:VII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).

4.7.4.5 Each insurance policy shall be written on an "occurrence" form, excepting that insurance for professional liability, errors and omissions, and Contractors Pollution Liability when required, may be acceptable on a "claims made" form.

4.7.4.6 If coverage is approved (if approval is required above) and purchased on a "claims made" basis, PWRF warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than six (6) years from the date of completion of the work that is subject to said insurance.

4.7.4.7 Any deductible must be disclosed to, and shall be subject to reasonable approval by, the City. The cost of any claim falling within a deductible shall be the responsibility of PWRF.

4.7.4.8 By requiring such minimum insurance as specified herein, neither party shall be deemed to, or construed to, have assessed the risks that may be applicable to the other party to this Agreement or any contractor. Each party and each contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage**.**

4.7.4.9 PWRF shall release the City from any and all claims or causes of action whatsoever in or from or in any way connected with any loss covered or which should have been covered by insurance required to be maintained by PWRF pursuant to this Agreement.

4.7.5 Waiver of Subrogation. City and PWRF release and relieve the other from any liability they might otherwise have and waive their entire right of recovery for loss or damage to property located within or constituting a part or all of the Premises or the PWR Museum to the extent that the loss or damage either (a) is actually covered by the injured party's property insurance, or (b) if the injured party failed to maintain insurance as required under this Agreement, would have been covered under the terms and conditions of the property insurance the injured party is required to carry under Section 4.7, whichever is greater. This waiver applies regardless of the cause or origin of the claim including without limitation loss due to the negligent acts or omissions of City or PWRF, or their respective officers, directors, council members, employees, agents, contractors, invitees, PWRF's assignees or subtenants. The parties shall have their property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable; and provided further, that the failure to obtain such endorsement, when required, shall not impair the effectiveness of this waiver and/or release between City and PWRF.

4.7.6 Evidence of Insurance. On or before the effective date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by PWRF:

4.7.6.1 Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein.

4.7.6.2 A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;

4.7.6.3 A copy of the CGL insurance policy provision(s) and endorsements expressly including the City and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement; a full and complete copy of insurance policies must be provided to the City upon request.

4.7.6.4 Pending receipt of the documentation specified in this Section 4.7, PWRF may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

Evidence of Insurance as set forth above, shall be issued to: City of Snoqualmie.

4.7.7 Assumption of Property Risk. Except to the extent of City's negligence or willful misconduct, but subject to Section 4.7.5 above, the placement and storage of PWRF's personal property in or about the Premises shall be the responsibility, and at the sole risk, of PWRF.

4.7.8 Adjustments of Claims. PWRF shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of PWRF under this Agreement.

4.7.9 PWRF's Responsibility. The procuring of the policies of insurance required by this Agreement shall not be construed to limit PWRF's liability hereunder. Notwithstanding said insurance, but subject to Section 4.7.5 above, PWRF shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of PWRF, or any of its agents, officers and employees or through use or occupancy of the Premises.

## ARTICLE 5

## Indemnification and Dispute Resolution

Section 5.1 Indemnification.

(a) PWRF Indemnification. To the fullest extent permitted by law, PWRF shall indemnify, defend (using counsel acceptable to the City) and hold the City, its officers, agents, employees and elected officials (collectively, the "City Indemnified Parties") harmless, and shall require its construction contractor to similarly indemnify, defend and hold the City Indemnified Parties harmless throughout the course of the Project from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including City's actual and reasonable personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) of any kind whatsoever arising out of the Project, and which result from, arising out of, or connected with the following: (i) the acts or omissions of PWRF, its employees, agents, officers, affiliates, contractors, guests or invitees throughout the course of the Project; (ii) PWRF's breach of this Agreement; or (iii) construction of the Project. PWRF's defense and indemnity obligations and those of its contractor shall extend to claims brought by their own employees and the foregoing obligations are specifically and expressly intended to act as a waiver of PWRF's and PWRF's contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City Indemnified Parties and to the extent necessary to provide the City Indemnified Parties with a full and complete defense and indemnity.

(b) City Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend (using counsel acceptable to PWRF) and hold PWRF, its board members, employees, agents, officers, contractors, guests or invitees (collectively, "PWRF Indemnified Parties") harmless throughout the course of the Project from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including PWRF's actual and reasonable personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) of any kind whatsoever resulting from, arising out of the Project, and which result from, arising out of, or connected with the following: (i) the acts or omissions of the City, its employees, agents, officers, elected officials,

affiliates, contractors, guests or invitees throughout the course of the Project; or (ii) the City's breach of this Agreement, specifically including, without limitation, any such claims related to the condition of the Land as delivered to PWRF for which the City bears sole responsibility to provide a construction-ready site. The City's defense and indemnity obligations extend to claims brought by its own employees and the City's foregoing obligations are specifically and expressly intended to act as a waiver of the City's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to PWRF Indemnified Parties and to the extent necessary to provide PWRF Indemnified Parties with a full and complete defense and indemnity.

Section 5.2 Limitation of PWRF's Obligation. To the extent necessary to comply with RCW 4.24.115 as in effect on the effective date of this Agreement, PWRF's and PWRF's contractor's obligation to indemnify the City for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Project (i) shall not apply to damages caused by or resulting from the sole negligence of the City Indemnified Parties; and (ii) to the extent caused by or resulting from the concurrent negligence of (A) the City Indemnified Parties and (B) PWRF, its board members, agents, contractors, officers, affiliates, employees, guests or invitees shall apply only to the extent of the negligence of PWRF, its board members, agents, contractors, officers, employees, guests or invitees; PROVIDED, HOWEVER, the limitations on indemnity set forth in this Section shall automatically and without further act by either the City or PWRF be deemed amended so as to remove any of the restrictions contained in this Section 5.2 no longer required by then applicable law.

Section 5.3 Waiver of Indemnity; Indemnities Negotiated. PWRF and the City agree that the foregoing indemnity specifically includes, without limitation, claims brought by either party's employees against the other party. THE FOREGOING INDEMNITIES ARE EXPRESSLY INTENDED TO CONSTITUTE A WAIVER OF EACH PARTY'S IMMUNITY UNDER WASHINGTON'S INDUSTRIAL INSURANCE ACT, RCW TITLE 51, TO THE EXTENT NECESSARY TO PROVIDE THE OTHER PARTY OR PARTIES WITH A FULL AND COMPLETE INDEMNITY FROM CLAIMS MADE BY EACH PARTY AND ITS EMPLOYEES, TO THE EXTENT OF THEIR NEGLIGENCE. THE CITY AND PWRF ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

Section 5.4 Dispute Resolution. In the event of a dispute regarding this Agreement, the Parties agree to follow the procedures in this Section prior to filing or initiating a lawsuit. The Parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, the matter shall be referred to the City Administrator and the Executive Director or Board Chair of PWRF. If those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute. PWRF and the City agree to participate in mediation with the agreed upon mediator for a reasonable amount of time and in good faith. The cost of the mediation shall be shared equally between the City (one-half) and PWRF (one-half).

## ARTICLE 6

## Miscellaneous

Section 6.1 Amendments. This Agreement may not be amended, changed, modified or altered, except by an instrument in writing duly executed by the City Administrator and PWRF (or their successors in title).

(a) The City Administrator is authorized to approve "minor" amendments to this Agreement. A proposed amendment is "minor" if it does not alter the purpose and intent of this Agreement and does not increase the financial burdens or obligations of the City. Any proposed amendment that does not meet the definition of a "minor" amendment constitutes a "major" amendment. The determination of whether a proposed amendment is "major" or "minor" lies with the Mayor.

(b) Major amendments require the approval of the City Council via passage of a resolution or ordinance.

Section 6.2 Authority. Each Party hereto warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder and that all necessary approvals, acts or resolutions to authorize this transaction have been taken, and the signatories, by executing this Agreement, warrant that they have the authority to bind the respective parties.

Section 6.3 Binding Effect; No Assignment. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors. This Agreement may not be assigned without the written consent of the Parties.

Section 6.4 Consents and Approvals. In any instance when any Party's consent or approval is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Whenever the consent of City or the City Administrator to any act to be performed under this Agreement is required, PWRF must obtain the consent or approval expressly for purposes of this Agreement, regardless of whether a consent or approval shall have been granted by the City in its regulatory, public utility, or other capacity. No permission, consent, or approval of the City or the City Administrator contained herein or given pursuant to this Agreement is, or shall be construed as, a representation or assurance that the matter consented to or approved complies with applicable laws, regulations, ordinances or codes, nor shall any such consent or approval be construed to authorize any failure to comply with any of the foregoing.

Section 6.5 Construction. The following rules shall apply to the construction of this Agreement unless the context otherwise requires:

(a) Words describing the singular number shall include the plural number and vice versa, except where otherwise indicated.

(b) All references herein to articles, sections or exhibits are references to articles, sections or exhibits of this Agreement, unless otherwise stated.

(c) The headings and table of contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(d) This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties had prepared it.

Section 6.6 Counterparts. This Agreement may be executed in counterparts for the convenience of the Parties, and such counterparts shall together constitute one Agreement.

Section 6.7 Cumulative Remedies. The rights and remedies that any Party may have under this Agreement or at law or in equity, upon any breach, are distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them shall be deemed to be exclusive of any other.

Section 6.8 Force Majeure. Except as otherwise provided in this Agreement, time periods for any Party's performance under any provision of this Agreement shall be extended for periods of time during which such performance is prevented due to circumstances beyond such party's reasonable control, including without limitation, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, unforeseen site conditions, casualty, war or other strife.

Section 6.9 Governing Law; Jurisdiction and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington and shall be liberally construed so as to carry out the purposes hereof. City and PWRF each hereby consent to personal jurisdiction in the state and federal courts located in the State of Washington. Except as otherwise required by applicable law, any action arising under this Agreement shall be brought and maintained in the Superior Court of the State of Washington in and for King County, City and PWRF each consent and agree that venue is proper in such court, and City and PWRF each waive any defense or right to seek dismissal or transfer on grounds of improper or inconvenient venue.

Section 6.10 Integration. Together with the Lease, this Agreement contains the entire integrated agreement between the parties as to the matters covered herein and supersedes any oral statements or representations or prior written matter not contained in this instrument as to the matters set forth herein.

Section 6.11 Limitation on Third Party Rights. Nothing in this Agreement expressed or implied is intended or shall be construed to give to any person other than the Parties any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Parties.

Section 6.12 No Partnership. Nothing in this Agreement shall create any partnership, joint venture or other relationship between PWRF and the City.

Section 6.13 No Waiver. Failure of any Party to complain of any act or omission by the other, no matter how long the failure may continue, shall not constitute a waiver of any rights under this Agreement. No waiver by any Party of any breach of any provisions of this Agreement shall be deemed a waiver of a breach of any other provision or consent to any subsequent breach of any other provision. If any action of any Party requires the consent or approval of another, consent or approval given on one occasion shall not be deemed a consent to or approval of that action on any other occasion. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

Section 6.14 Notices. All notices, demands or requests that may or must be given by any Party to another under this Agreement shall be given in writing and delivered personally, or sent by U.S. certified mail, postage prepaid, return receipt requested, or nationally recognized overnight air carrier, and addressed to City's address or PWRF's address, as follows:

If to the City:
City of Snoqualmie
Attn: City Administrator
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065
Email: mchambless@snoqualmiewa.gov

And:

Copy to: City Attorney

If to PWRF:
Peter Hambling
7811 NE 10th Street
Medina, WA 98039

Copy to: B. Gerald Johnson
Pacifica Law Group LLP
1191 2nd Avenue, Suite 2000
Seattle, WA 98101-3404
Phone: 206.245.1700
Email: gerry.johnson@pacificalawgroup.com

Notices shall be deemed to have been given upon receipt or attempted delivery where delivery is not accepted. Any Party may change its address and/or those receiving copies of notices upon written notice given to the other.

Section 6.15 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, then that provision and the remainder of this Agreement shall continue in effect and be enforceable to the fullest extent permitted by law. It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

Section 6.16 Termination of Agreement.

6.16.1 Upon Project Completion. Unless otherwise stated herein, this Agreement and all obligations hereunder shall terminate when the Project receives its final certificate of occupancy, except that the provisions of Article 5; and Sections 4.3(a); 4.7.1.1; 4.7.2.1; 4.7.2.6; 4.7.3.1; 4.7.3.5; 4.7.4.6; and 6.9 survive the expiration or termination of this Agreement.

6.16.2 Failure of Assumptions. This Agreement may be terminated under the following circumstances:

(a) As provided in Section 3.2.1(b), in PWRF's sole discretion, due to unsuccessful fundraising;

(b) As provided in Section 3.2.2(a), in the City's sole discretion, due to unreasonably high Land preparation costs;

(c) As provided in Section, 3.2.2(a), in PWRF's sole discretion, due to the viability of the Land; or

(d) By mutual agreement of the Parties for any other failure of a material shared assumption underlying the Project's purpose or prospects.

6.16.3 Disputes. Any disputes with regard to this section are expressly made subject to the terms of Section 5.4 of this Agreement regarding Dispute Resolution.

Section 6.17 Time of Essence. Time and all terms and conditions shall be of the essence of this Agreement.

[signatures on next page]

City:

CITY OF SNOQUALMIE, a Washington municipal corporation

By: _____
Name: Katherine Ross
Title: Mayor

PWRF:

PACIFIC WEST RAIL FOUNDATION, a Washington nonprofit corporation

By: _____
Name: Peter Hambling
Title:

EXHIBIT A
Preliminary Project Schedule

## Exhibit A

## Preliminary Project Schedule

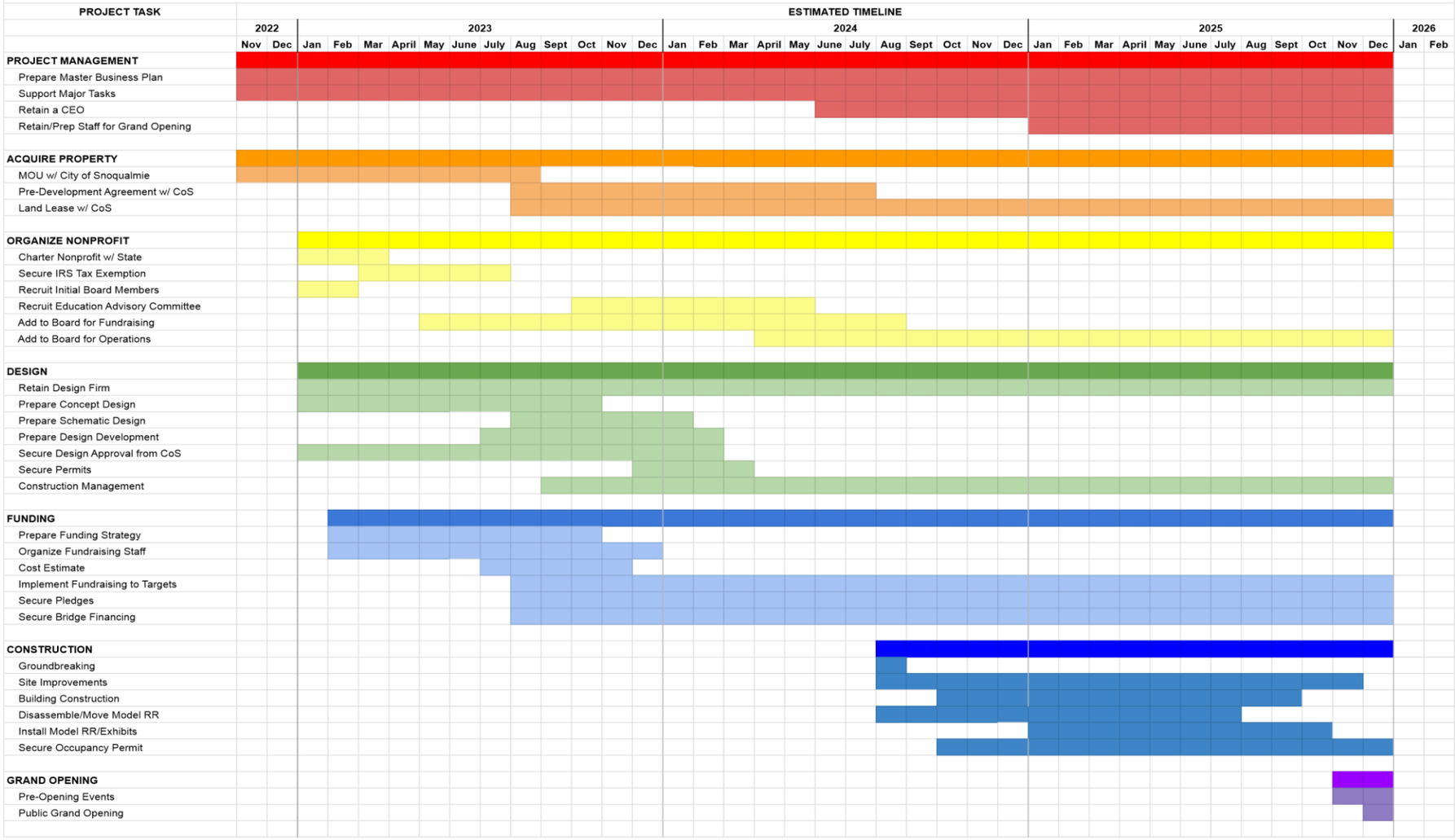
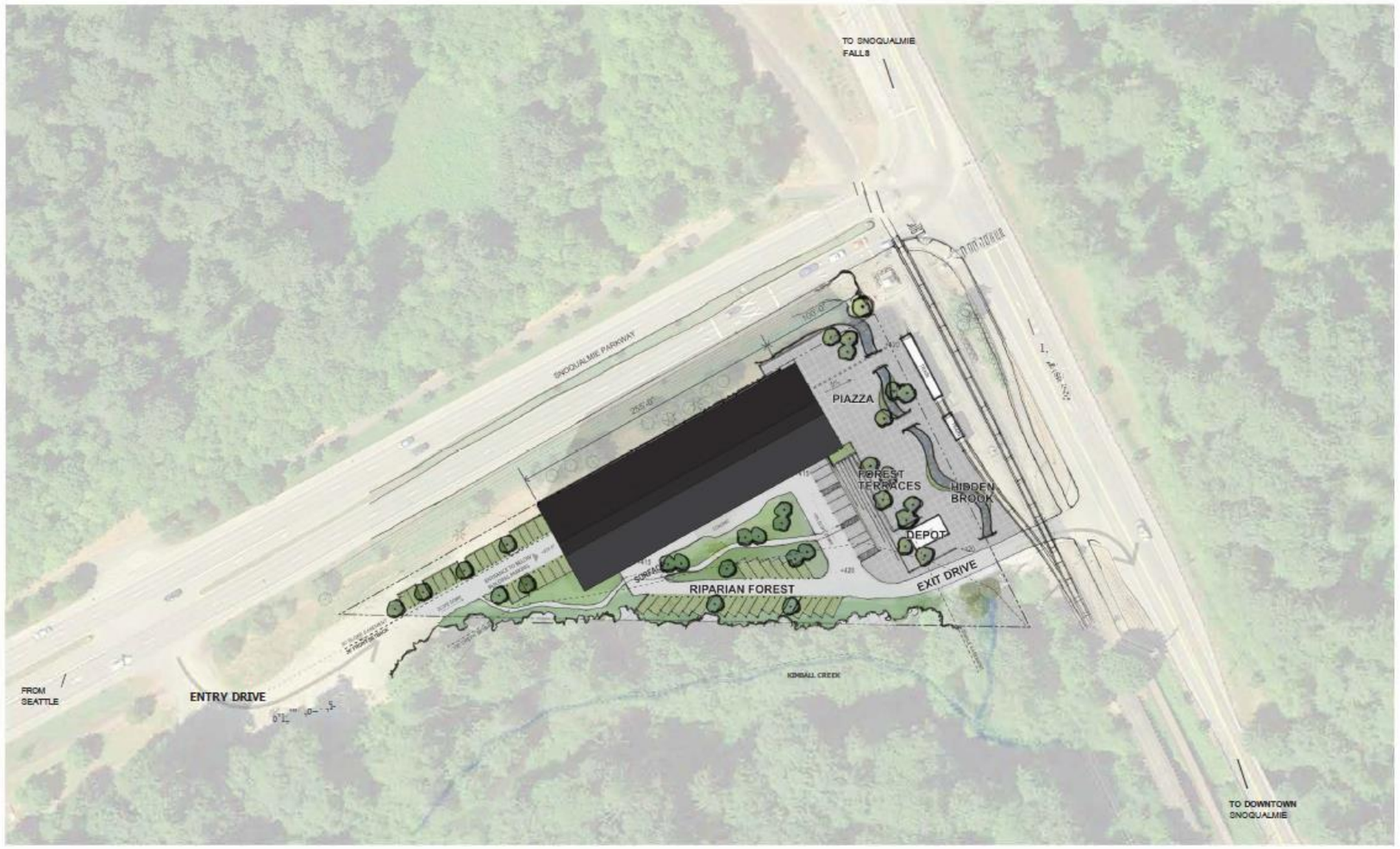
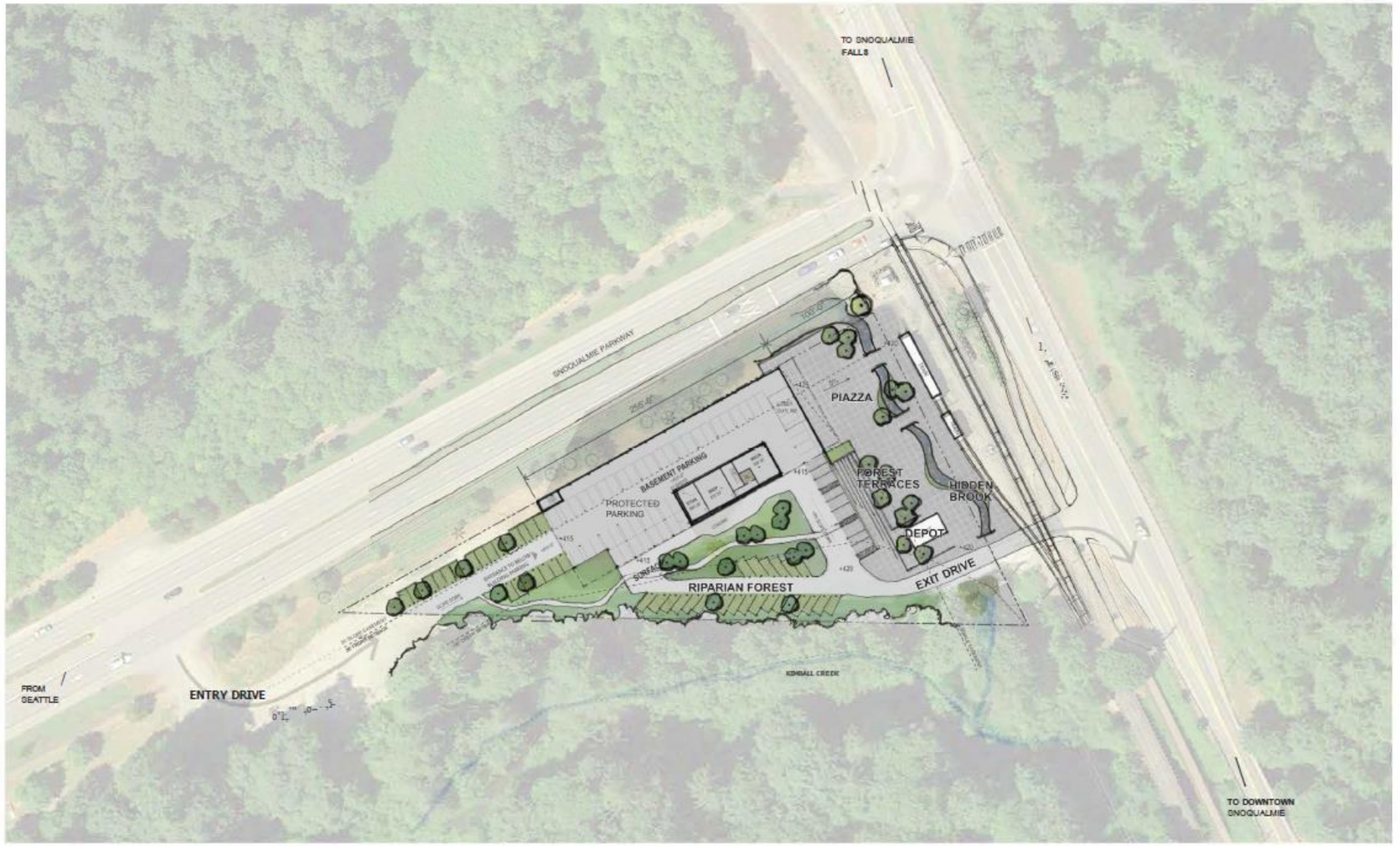


EXHIBIT B
Site Plan






SITE PLAN
SCALE: 1/32" = 1'-0" @ B SHEET SIZE

Olson Kundig
PACIFIC WEST RAIL MUSEUM
JULY 10, 2023
1921



Exhibit B-2


TO SNOQUALMIE FALLS
PIAZZA
DEPOT
RIPARIAN FOREST
KIMBALL CREEK
FROM / SEATTLE
TO DOWNTOWN SNOQUALMIE
LEGEND
Vehicular - Guest
Vehicular - Service
Pedestrian
Parking Counts 150
Covered 46
Outdoor 8
Overflow 53
SITE PLAN - CIRCULATION DIAGRAM
SCALE: 1/32" = 1'-0" @ B SHEET SIZE
Olson Kundig
PACIFIC WEST RAIL MUSEUM
JULY 10, 2023
1921

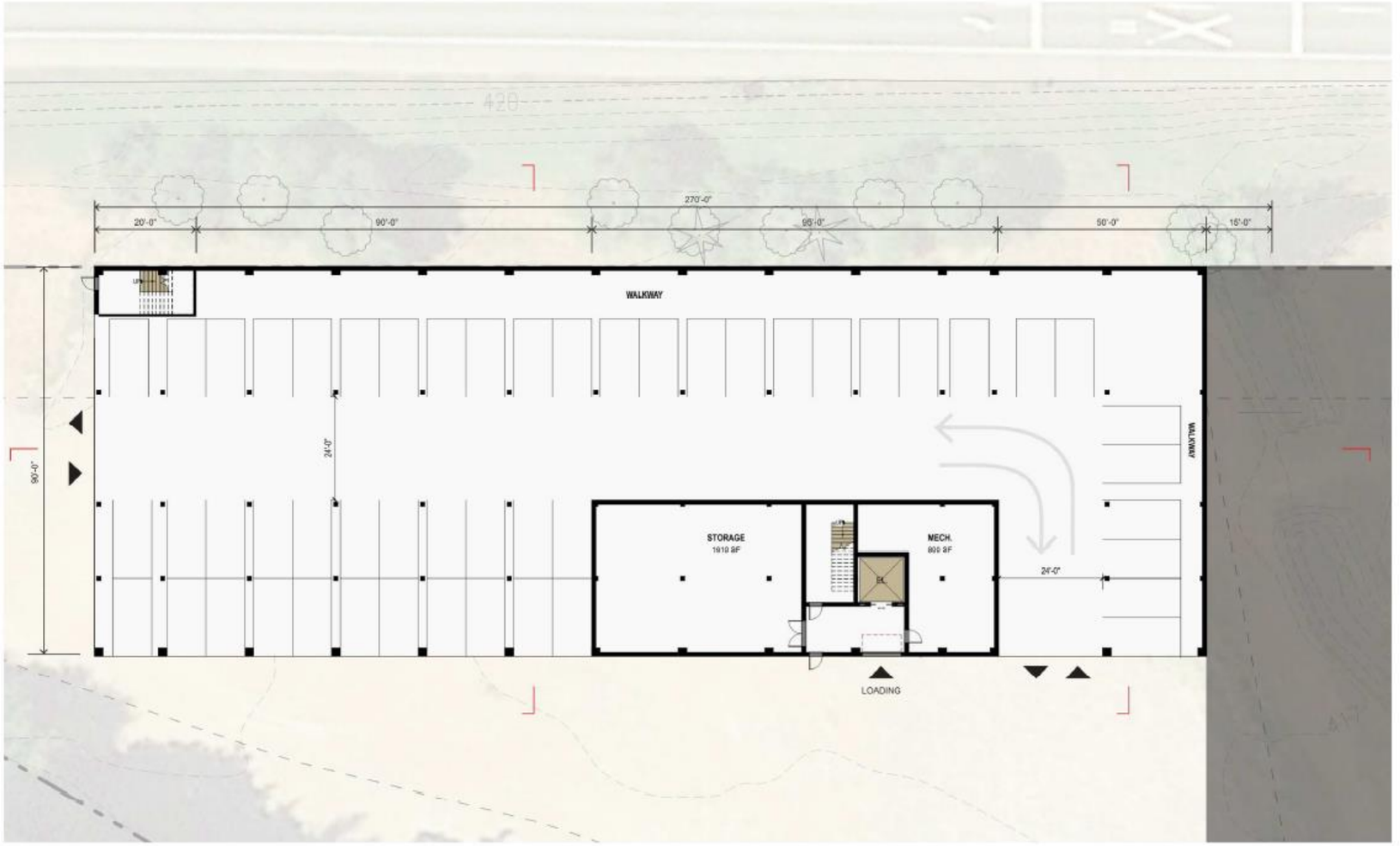
Exhibit B-3

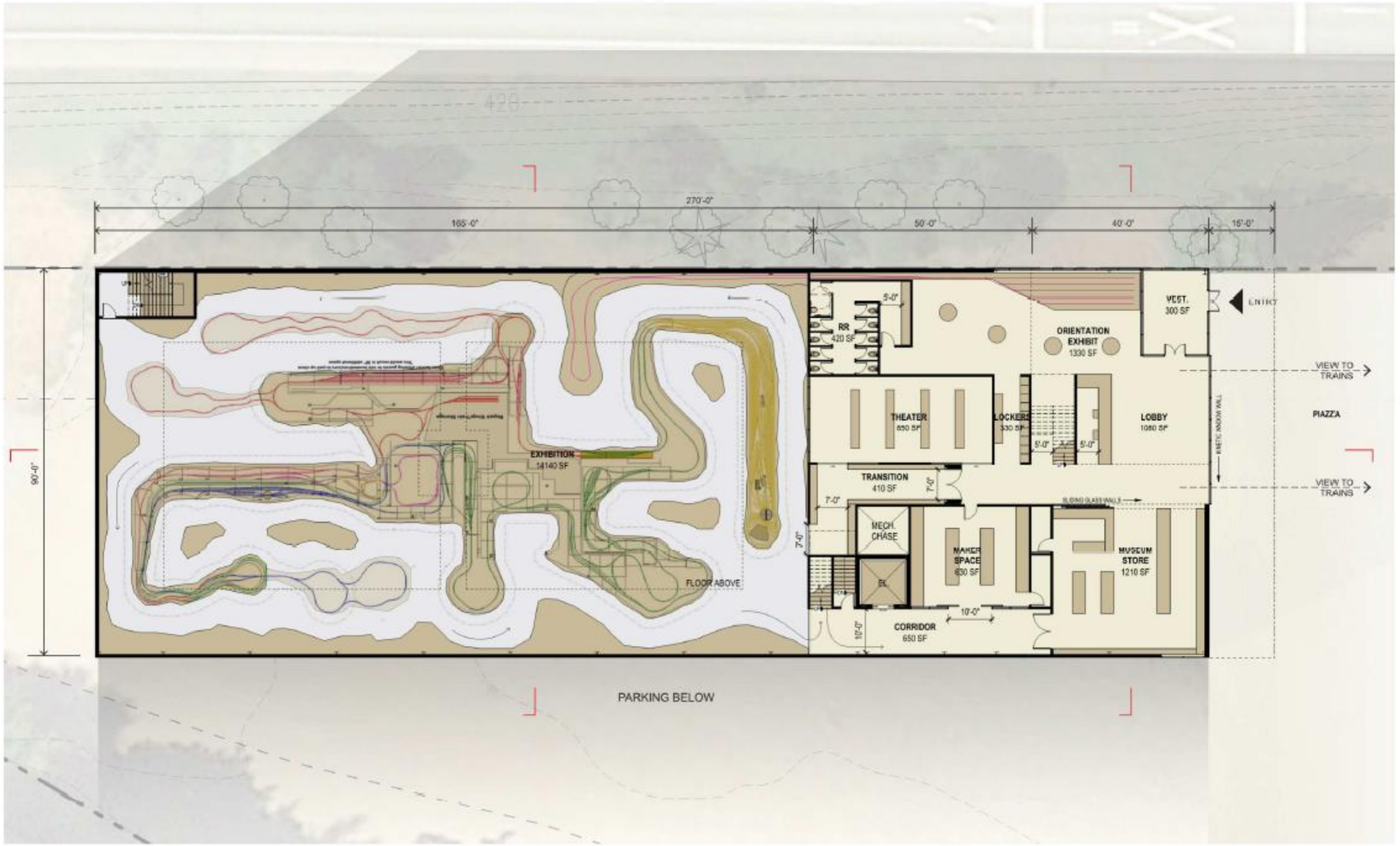

TO SNOQUALMIE FALLS
PROTECTED PARKING
KIMBALL CREEK
FROM SEATTLE
TO DOWNTOWN SNOQUALMIE
LEGEND
Event Pedestrian Circulation
Stage
Tent/Booth
Food Trucks
Seating - movable
Seating - fixed
SITE PLAN - EVENTS AND USE DIAGRAM
SCALE: 1/32" = 1'-0" @ E1 SHEET SIZE
Olson Kundig
PACIFIC WEST RAIL MUSEUM
JULY 10, 2023
20/21



Exhibit B-4

EXHIBIT C
Preliminary Project Design






MAIN LEVEL PLAN
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig
PACIFIC WEST RAIL MUSEUM
JULY 10, 2023

23/42

Exhibit C-2

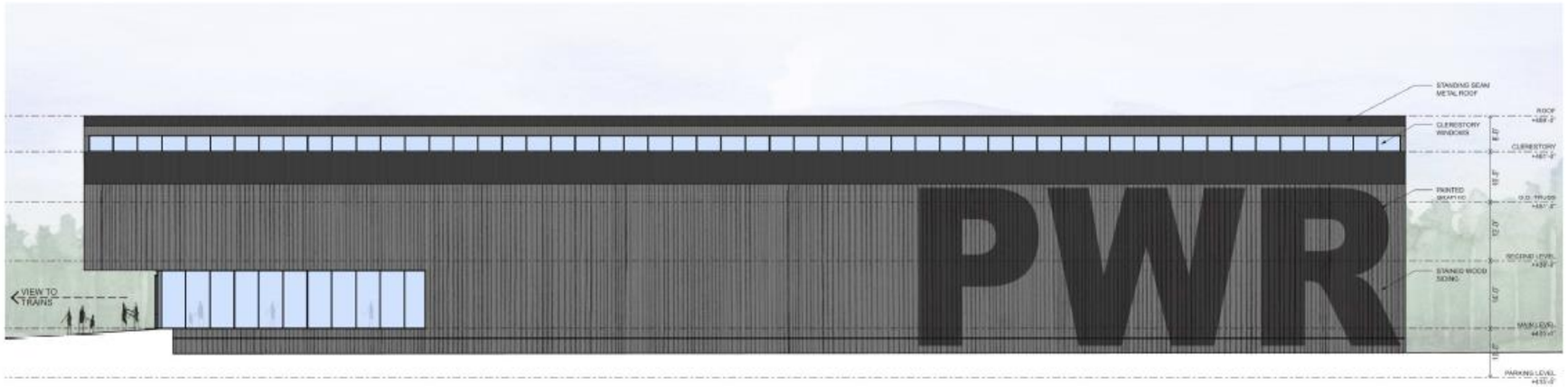



SECOND LEVEL PLAN
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig
PACIFIC WEST RAIL MUSEUM
JULY 10, 2023

24/42

Exhibit C-3




NORTH ELEVATION - FROM SNOQUALMIE PARKWAY




SOUTH ELEVATION - FROM PARKING LOT

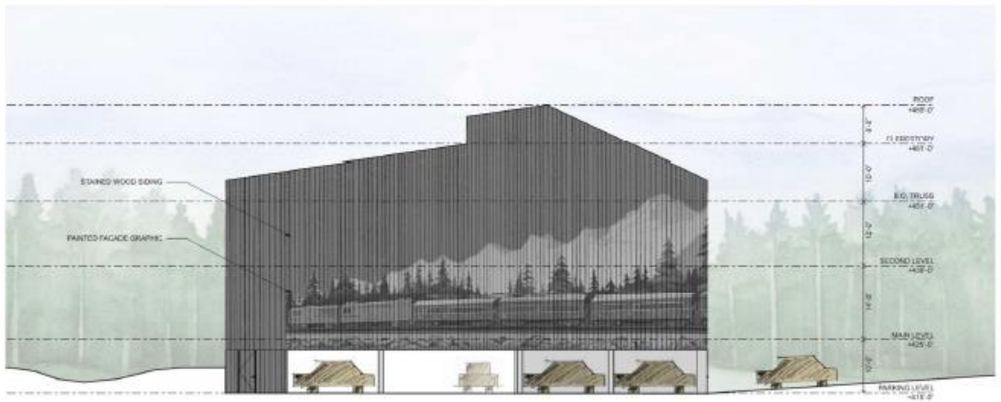
ELEVATIONS
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig
PACIFIC WEST RAIL MUSEUM
JULY 10, 2023

25/42




EAST ELEVATION




WEST ELEVATION

ELEVATIONS
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig
PACIFIC WEST RAIL MUSEUM
JULY 10, 2023




SECTION E-W

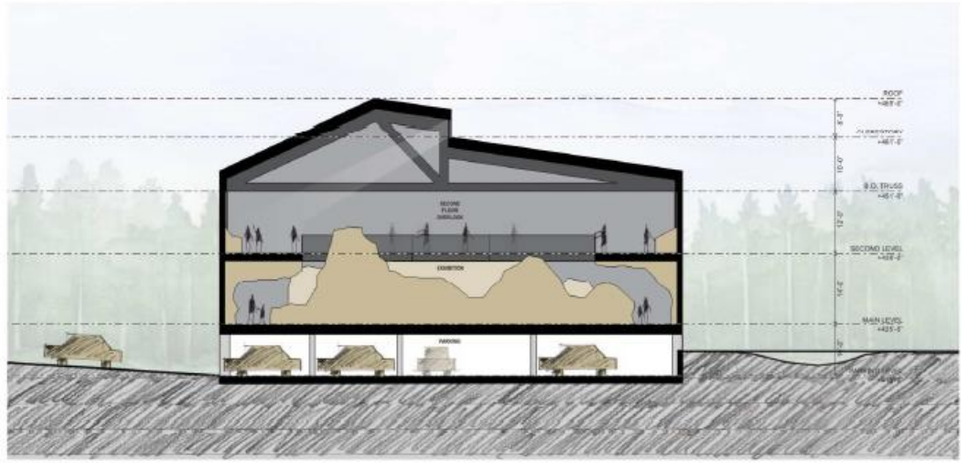
SECTION E-W
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig
PACIFIC WEST RAIL MUSEUM
JULY 10, 2023

27/42




SECTION N-S - LOBBY



SECTION N-S - EXHIBITION

CROSS SECTIONS N-S
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig
PACIFIC WEST RAIL MUSEUM
JULY 10, 2023

28/42

EXHIBIT D

Preliminary Project Budget

Provided by Olson Kundig

**Building Hard Costs (Materials + Construction):**
**$20,810,000 - $26,564,500**

**Building Soft Costs (Design Team + Consultants):**
**$2,185,050 - $4,000,000**

**Exhibition Hard Costs (Materials + Fabrication):**
**$2,500,000 - $3,890,000**

**Exhibition Soft Costs (Design Team + Consultants):**
**Deferred**

**Exhibition Soft Costs (Design Team + Consultants):**
**Deferred**

***Total:***
***$22,995,050 - $30,564,500***

EXHIBIT E
Fundraising Plan

## OVERVIEW OF PACIFIC WEST RAIL

### *Background*

Pacific West Rail began in 2007 as the Northwest Trunk Lines. Originally constructed in the basement of a private residence, this 3,700 square foot model railroad showcases re-creations of numerous scenic locations around the western United States and Canada. Designed and built with portability in mind, this miniature display has reached a level of completion, authenticity, and detail such that it deserves a new location as a public exhibit.

### *Location*

In 2020 the Pacific West Rail team began searching in earnest for a new location to construct a purpose-built structure that would house an expanded and reconfigured version of the model railroad in a museum setting. The City of Snoqualmie quickly rose to the top of potential sites with enthusiastic government support, high tourist volumes, and complementary railroad-themed attractions. A high-visibility lot within Snoqualmie city limits was selected and a name change to Pacific West Rail occurred to help differentiate the new attraction.

### *Team*

Several prominent advisors have been a part of the effort to transform Pacific West Rail into a unique and economically viable interpretive experience.

**Howard and Peggy Lovering** of Logic Inc. bring decades of experience in the museum sector with involvement in multiple large-scale projects including Seattle's Museum of Flight.

**Nicole Klein** with the ASUW Shell House has been a helpful guide in regard to working alongside local Indian Tribes.

**Kelly Coughlin** with the Snoqualmie Valley Chamber of Commerce has proven indispensable with her local connections and detailed knowledge of the Snoqualmie area.

**Tom Kundig, Edward Lalonde, Alan Maskin, and Michael Paraszczak** of Olson Kundig Architects bring their years of experience working on museum design. The firm's projects include The Tillamook Creamery, The Burke, Wagner Center at the Center for Wooden Boats, among many other distinguishable museums.

**Gerry Johnson** of Pacifica Law Group has been an invaluable resource. Gerry has an extensive history of working with nonprofits in the Seattle area. Gerry has provided counsel to some of the region's most impressive projects, including the initial development and expansion of the Seattle Art Museum, T-Mobile Park, Lumen Field and the Museum of Flight.

**Matt Hayes**, President and CEO at the Museum of Flight, has been instrumental in PWR understanding the operations within a museum and what it takes to run a successful museum.

**John Ferguson** of the Museum of Glass has been a champion of the project from the initial stages. John has been an eager participant in the project, offering his guidance through the ins and outs of the museum industry.

**Jack Anderson** is one of PWR's initial board members. Jack brings a keen design eye to the project. Jack founded Hornal Anderson, a top design company on the West Coast, and has been vital while working with Olson Kundig.

**John Hanson** is another of our initial board members. John is founder and head of KBC Advisors. A preeminent real estate advisory firm looking after most of Amazon's properties.

**Andy Eccleshall** is a brilliant mural artist that performed all of the mural artwork on PWR. Andy's work has been featured in a number of publications throughout the region. Andy is a valuable asset that will provide insight into the best methods of relocating the model railroad's mural.

**Lou Maxon** is a local Snoqualmie Valley resident. Lou's experience in branding has been showcased throughout some of the world's largest corporations. Lou has a strong passion for railroading and has offered his expertise as PWR moves forward.

**Bruce McCaw** has been a valuable resource, facilitating connections with many of these individuals as well as possible donors. Olson Kundig architects were hired to develop a building and site plan that would meet the unique requirements of the lot as well as cater to the wants and needs of the community.

## FEASIBILITY

### *Economic Feasibility*

The Snoqualmie Valley plays host to millions of tourists who come to be closer to nature and enjoy the charming towns tucked within. Annually, over 2 million people visit Snoqualmie Falls alone, which is located one half mile from the proposed site of the Pacific West Rail museum. Based on projected revenues and expenses prepared by our consultants Logic Inc, the museum could be profitable if even 2% of this traffic

became paying customers. Break-even is forecast to be approximately 30,000 visitors, with a very reasonable target of 70,000 once established.

Construction of the Pacific West Rail museum stands to benefit the City of Snoqualmie as well. The Northwest Railway Museum, an existing focal point of the local tourist scene, estimates annual visitors at 130,000. We believe there will be significant crossover in audience that increases traffic to both museums. Additionally, the proposed location of the Pacific West Rail museum is a strategic link that can help draw visitors from Snoqualmie Falls into the historic downtown core, providing an economic boost to other local shops and eateries.

## MUSEUM & CAMPUS

### *The Pacific West Rail Museum*

The design crafted by Olson Kundig is a two story structure elevated above flood level. A building footprint of 255’ x 90’ should provide approximately 35,000 square feet of interior space plus a 660 square foot covered balcony. This provides room for permanent and rotating exhibits, event and catering space, gift shop, theater, and a variety of educational and interpretive programming. Accommodations are also being made for a city-sponsored visitor center.

The 1.5 acre site is envisioned to become a community gathering place. Integrated natural features are meant to both anchor the site in the environment as well as provide function during heavy rain and flooding.

Pacific West Rail is committed to keeping development costs in the neighborhood of $20 million and will work with Olson Kundig to achieve a final design that meets this budget. To ensure the best outcome, we will not begin construction until the full cost has been committed. In conjunction with the City of Snoqualmie, we hope to set an aggressive timeline and move as quickly as possible.

## FUNDRAISING SOURCES

### *Individual & Charitable Gift Solicitation*

The fundraising strategy is driven by the importance of moving forward expeditiously. Fundraising will focus on high net worth individuals and charitable foundations with whom we can find an emotionally connected interest, and subsequently a discovered passion for PWR.

The campaign would inherently be a private placement offering, with a directed approach to potential supporters and institutions of substantial means. Following their

network of social and business connections would ideally lead others to ride on the same train as it were. Initial fundraising efforts will be focused on friends and colleagues, followed by connections that are developed through these initial pledgers.

Efforts will be focused on those with a latent interest in railroads, Western American history, and the ancestral and cultural evolution of America, as well as an innate curiosity and fascination with imaginary models and experiences, living museum exhibits, and sub-scale realities contrasted with a scene's real life counterpart.

The model railroad has a significant impact on visitors, one that isn't fully appreciated until seen with one's own eyes. Guests of all ages and interests are stunned and temporarily blown away by what they see. These are not just individuals interested in trains, but in fact a wide spectrum of people from all walks of life, who by having been dropped into an imaginary world, momentarily get lost in it. One common theme is the emotional reconnection with feelings of childhood, fueled by endless imagination.

An invite would be extended to potential supporters and investors to immerse themselves in the model railroad, in which we believe would supercharge any curiosity and interest they may have started with. The miniature world of trains and scenery is extremely impressive and quite unforgettable, an experience that is impossible to comprehend until one sees it, and offers a shining example of what the PWR museum will become.

In these early stages, we would look for commitments to funding, and not accept financial contributions until substantially all the funds necessary to complete the design, construction, and exhibit installation of the museum have been assured. We intend to complete this effort within two years if we are going to be successful.

***Government Grants***

City, County and State government is not to be overlooked. PWRF will utilize connections facilitated through the Snoqualmie Valley Chamber of Commerce, as well as other regional connections to acquire grants through all levels of government.

**City of Snoqualmie:**

PWR will explore potential grant money that could be available to the city. This money could provide assistance with site preparation, drainage, utilities, and parking to help reduce the cost of construction and operations.

**King County:**

The county is a potential source of capital funding. Grants from nonprofits such as 4Culture will be accessed. The Northwest Railway Museum, also located within the City of Snoqualmie, has greatly benefited from grants provided by 4Culture. We believe pursuing a grant for $2 to $3 million is reasonable.

**State of Washington:**
The state, in two-year cycles, includes capital grants for cultural facilities. PWR will begin the solicitation process to apply for these grants. Starting with State Representatives for the area, along with the assistance of the City of Snoqualmie and local business representatives.

We believe our case for grants is strong, as the economic impact to the area is significant. Our economic impact survey estimates $250k in local taxes will be generated annually from tourism, more than twice that to the state. The impact is estimated at an additional $5 million in earnings, creating many jobs. For construction alone, the state taxes are $700k, and earnings are $21 million regionally. This provides a great case for support from City, County and State Government. We believe a target request of $3 to $5 million is appropriate, with the understanding that this money will take years to receive, but will look for a commitment as soon as possible.

***Corporations***
The corporations most likely to support Pacific West Rail are those in the rail and transportation sector. That said, the region is home to numerous fortune 500 companies that look to give back to their community.

***Online Campaign***
Some of today's largest contributions for non-profits can be found in the form of online fundraising. PWR could harness the power of the internet and social media to gain attention and source donations. Online campaigns featuring updates provided in the form of photos, videos and blog articles could keep donors engaged throughout the project, showcasing how their contributions are being utilized.

# GROUND LEASE

by and between

CITY OF SNOQUALMIE,
a Washington municipal corporation
(as Landlord)

and

PACIFIC WEST RAIL FOUNDATION,
a Washington nonprofit corporation
(as Tenant)

_____, 2023

**GROUND LEASE**

THIS GROUND LEASE (this "Lease") is made and entered into as of _____, 2023, by and between the City of Snoqualmie, a Washington municipal corporation (the "Landlord") and Pacific West Rail Foundation, a Washington nonprofit corporation (the "Tenant").

**RECITALS**

**A.** WHEREAS, Landlord is the owner of that certain unimproved parcel of real property located in the City of Snoqualmie, King County, Washington legally described on Exhibit A hereto, together with all appurtenances, rights and privileges now belonging or appertaining thereto (the "Land"); and

**B.** WHEREAS, the Pacific West Rail ("PWR") is a model railroad layout that depicts fourteen different locations across the western United States within the timeframe of the early 1900's to the late 1960s. Its layout was created by the country's preeminent model rail designer and reflects actual locations accurately modeled with the highest degree of realism, with sound and lighting for different times of day and night and topography finished with materials from each of the locations. The collection includes 100 engines, 125 passenger cars and 550 freight cars running on one half-mile of tracks though miniature dioramas set in these recognizable locations throughout the West. Some ten (10) major railroad lines are represented within the areas that they serve or served. The system is controlled by a command center using highly sophisticated software that runs the trains autonomously for hours with programming. Three full-time staff are employed to maintain and operate the model, and

**C.** WHEREAS, PWR's founder and original owner, local resident and entrepreneur Peter Hambling ("Hambling"), always has intended to share the PWR with the public in a suitable venue in an appropriate location; and

**D.** WHEREAS, Hambling has formed Tenant to which he intends to donate the PWR in its entirety pursuant to the Gift Agreement (defined below); and

**E.** WHEREAS, the Landlord enjoys a rich railroad history and also is the home to the legacy Snoqualmie Valley Railroad ("SVR"); and

**F.** WHEREAS, the City has expressed a keen interest in providing land for the construction of the Museum (defined below) adjacent to tracks of the SVR, enabling real-time comparison between the actual and the model; and

**G.** WHEREAS, the PWRF has indicated that it intends that its museum would, ideally in close and respectful collaboration with the Snoqualmie Tribe if it is located in Snoqualmie, suitably convey the deleterious impact the extension of the transcontinental railroads had on Tribal Nations and Indigenous People across the Western United States. Toward that end it expects that museum exhibitry will include candid, informative and respectful explanations, based on information available to the museum, of that impact in order that the public may begin to comprehend this dimension of the arrival of the railroads in the Puget Sound region; and

**H.** WHEREAS, Tenant is willing to construct a railroad museum, to be known as the Pacific West Rail Museum ("Museum") pursuant to the Development Agreement (defined below) featuring the PWR and to operate the Museum on the Land pursuant to the terms and conditions set forth in this Lease on the express condition that Landlord enter into a long-term lease of the Land on the terms and conditions set forth herein; and

**I.** WHEREAS, Landlord believes it serves an important public function and provides a substantial public benefit to have a vibrant and successful Museum on the Land and is willing to enter into a long-term lease of the Land on the express condition that Tenant operates the Museum on the Land during the Term of this Lease on the terms and conditions set forth below; and

**J.** WHEREAS, Landlord and Tenant are parties to that certain Development Agreement dated of even date herewith (as hereafter amended, the "Development Agreement"), pursuant to which Tenant shall construct the

Museum on the Land; and

**K.** WHEREAS, The Land and the Improvements (defined below), together with any and all buildings, structures, systems, facilities and fixtures currently located and to be located within the Land pursuant to this Lease, as well as all easements and other appurtenant rights, are referred to collectively as the "Premises"; and

**L.** WHEREAS, The parties have agreed that this Lease will facilitate the establishment and operation of the Museum. Thus the parties are entering into this Lease for the Land on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

## AGREEMENT

### ARTICLE 1. EFFECTIVE DATE; INCORPORATION OF DOCUMENTS; DEFINED TERMS.

**Section 1.1** **Effective Date.** This Lease is conditioned upon and will be effective upon the date when the following conditions are satisfied: (a) the City Council of Landlord ("City Council") has authorized this Lease; (b) this Lease is executed by authorized representatives of Landlord and Tenant, (c) the Development Agreement is executed by authorized representatives of Landlord and Tenant, and (d) the Gift Agreement (defined below) is executed by all parties thereto.

**Section 1.2** **Incorporation of Documents and Materials.** The following documents and materials are attached as exhibits to this Lease and by this reference are incorporated into this Lease:

Exhibit A: Land

Exhibit B: Permitted Exceptions

Exhibit C: Public Benefits

**Section 1.3** **Defined Terms.** The above Recitals are hereby incorporated by this reference. In addition to the defined terms set forth above in the Recitals to this Lease, the following defined terms used herein shall have the meanings specified below:

"Additional Rent" has the meaning set forth in Section 3.2.

"Alterations" means any additional improvements, alterations, remodeling, or reconstruction of or to the Improvements by Tenant.

"Affiliate" means (a) the legal representative, successor or assignee of, or any trustee of a trust for the benefit of, Tenant; (b) any entity of which a majority of the voting or economic interest is owned, directly or indirectly, by Tenant or one or more of the persons referred to in the preceding clause; (c) any entity in which Tenant or a person referred to in the preceding clauses is a controlling stockholder, controlling partner or controlling member (directly or indirectly); (d) any person or entity which is an officer, director, trustee, controlling stockholder, controlling partner or controlling member (directly or indirectly) of Tenant or of any person or entity referred to in the preceding clauses; or (e) any person or entity directly or indirectly controlling, controlled by or under common control with, Tenant or any person or entity referred to in any of the preceding clauses. For purposes of this definition, "control" means owning directly or indirectly fifty percent (50%) or more of the beneficial interest in such entity or the direct or indirect power to control the management policies of such person or entity, whether through ownership, by contract or otherwise.

"Base Rent" has the meaning set forth in Section 3.2.

"Casualty Termination Date" has the meaning set forth in Section 8.1.

"Casualty Termination Notice" has the meaning set forth in Section 8.1.

"City Council" has the meaning set forth in the Recitals

"City Events" has the meaning set forth in Exhibit C.

"Claims" has the meaning set forth in Section 4.1.

"Closing" has the meaning set forth in Section 14.20.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law.

"Commencement Date" means the date that construction of the Improvements commences after delivery of the Notice to Proceed (as defined in the Development Agreement) pursuant to the Development Agreement.

"Development Agreement" has the meaning set forth in the Recitals.

"Environmental Laws" means the Hazardous Materials Transportation Act, 49 U.S.C. § 1501 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 9601 et seq., and/or the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., and/or the Occupational Safety and Health Act, the Clean Air Act, the Clean Water Act, 33 U.S.C. § 1251, et seq., the Safe Drinking Water Control Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992, each as amended from time to time and any other federal, state, or local statute, code, ordinance, rule, regulation, permit, consent, approval, license, judgment, order, writ, judicial decision, common law rule, decree, agency interpretation, injunction or other authorization or requirement whenever promulgated, issued, or modified, including the requirement to register underground storage tanks, relating to:

(i) emissions, discharges, spills, releases, or threatened release of pollutants, contaminants, Hazardous Substances (as hereinafter defined), materials containing Hazardous Substances, or hazardous or toxic materials or wastes into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, septic systems or onto land; or

(ii) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Substances, materials containing Hazardous Substances or hazardous and/or toxic wastes, material, products, or by-products (or of equipment or apparatus containing Hazardous Substances).

"Event of Default" has the meaning set forth in Section 13.1.

"Exhibit Insurance" has the meaning set forth in Section 4.3.

"Force Majeure" means any (i) strikes, lockouts, or labor disputes; (ii) failure of power or other utilities; (iii) inability to obtain labor or materials or reasonable substitutes therefor; (iv) war, governmental action, court order, condemnation, civil unrest, riot, fire or other casualty; (v) extreme or unusual weather conditions, acts of God or unforeseen soil conditions; (vi) governmental orders or actions in connection to public health emergencies including, without limitation, pandemics, or (vii) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform (except for financial inability).

"Gift Agreement" means that certain Contingent Gift Agreement by and among Tenant, Hambling, and Lorrie Hambling dated on or about the date hereof and pursuant to which Tenant will receive the PWR.

"Hazardous Substance" means (i) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under any applicable Environmental Laws, (ii) petroleum and petroleum products including

crude oil and any fractions thereof, (iii) natural gas, synthetic gas, and any mixtures thereof, (iv) asbestos and/or any material which contains any hydrated mineral silicate, including but not limited to chrysotile, amosite, crocidolite, tremolite, anthophylite, and/or actinolite, whether friable or non-friable, (v) polychlorinated biphenyls ("PCBs"), or PCB-containing materials or fluids, (vi) radon, (vii) lead-based paint, (viii) underground storage tanks; (ix) any other hazardous, radioactive, toxic, or noxious substance, materials, pollutant, or solid, liquid or gaseous waste, and (x) any substance with respect to which a federal, state or local agency requires environmental investigation, monitoring, or remediation.

"Improvements" means the Museum and all Alterations, together with any and all buildings, structures, systems, facilities and fixtures to be located within the Land pursuant to this Lease.

"Improvements Insurance" has the meaning set forth in Section 4.3.

"Land" has the meaning set forth in the Recitals.

"Lease" has the meaning set forth in the introductory paragraph.

"Lease Payment" has the meaning set forth in Section 3.2.

"Lease Year" means, in the case of the first lease year, the period from the Commencement Date through December 31st of the year which includes the Commencement Date; thereafter, each successive twelve-calendar-month period following the expiration of the first lease year of the Term; except that in the event of the termination of this Lease on any day other than the last day of the last Lease Year then such Lease Year shall be the period commencing with the day following the end of the preceding Lease Year through and including the date of termination.

"Leasehold Interest" means the interest of Tenant as owner of the Improvements and as tenant in the Land granted by this Lease.

"Leasehold Mortgage" has the meaning set forth in Section 14.1.

"Legal Requirements" means all laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities and the appropriate officers, departments, and boards thereof applicable to the Premises.

"Major Destruction" has the meaning set forth in Section 8.1.

"Museum" has the meaning set forth in the Recitals.

"Museum Property" means the PWR and other any fixtures, display cases, exhibits, art, artifacts, or the Museum collections located in or used in connection with the Museum.

"New Lease" has the meaning set forth in Section 14.8.

"New Lease Notice" has the meaning set forth in Section 14.8.

"Operating Expenses" means all expenses for maintaining, operating and repairing the Premises, including, but not limited to, management fees and expenses; any applicable insurance premiums, covering hazards, casualties, liability, and potential losses; license, permit, inspection and occupancy fees; Tenant's accountant's fees and legal fees; materials and supplies, including charges for telephone, fax, computers, postage and supplies; repairs, maintenance and replacements respecting the Premises, including costs of materials, supplies, tools and equipment used in connection therewith; costs incurred in connection with the operation, maintenance, repair, replacing, inspection and servicing (including maintenance contracts) of electrical, plumbing, heating, air conditioning and mechanical equipment and the cost of materials, supplies, tools and equipment used in connection therewith; cost of services including heat, air conditioning, electricity, gas, water and sewer, common area expenses, and other utilities;

and all other expenses and costs necessary or desirable to be incurred for the purpose of operating and maintaining the Premises, whether or not similar to the foregoing.

"Opening Date" has the meaning set forth in Section 3.3.

"Operating Hours" means at least Wednesday – Monday, 10:00am- 6:00pm, excepting Christmas Day, New Year's Day, Thanksgiving, Independence Day and up to three (3) other holidays (recognized at the state or federal level) as determined by Tenant.

"Permitted Exceptions" has the meaning set forth in Section 2.1.

"Permitted Transfer" has the meaning set forth in Section 12.2.

"Person" means an individual or entity, including, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, cooperative, or association and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so requires.

"Premises" has the meaning set forth in the Recitals.

"Public Benefits" has the meanings set forth in Section 3.4.

"PWR" means has the meaning set forth in the Recitals.

"Taxes" has the meaning set forth in Section 3.8.

"Tax Exemption" has the meaning set forth in Section 3.8.

"Term" has the meaning set forth in Section 2.2.

"Transfer" has the meaning set forth in Section 12.1.

"Utility Charges" has the meaning set forth in Section 3.9.

**ARTICLE 2. PREMISES, TERM AND DELIVERY**

**Section 2.1 Premises.** For and in consideration of Tenant's covenant to pay the rental and other sums for which provision is made in this Lease, and the performance of the other obligations of Tenant hereunder, Landlord leases to Tenant and Tenant leases from Landlord, the Land, together with all rights of Landlord, if any, appurtenant to the Land and all rights in and to the streets adjacent to the Land (excluding any reversionary rights in and to streets or rights-of-way which may subsequently be vacated or abandoned), and together with all existing rights of air, light and view, and all of Landlord's interest in all intangible personal property now or hereafter owned by Landlord or in which Landlord otherwise has an interest and used in connection with or related to the Land or any part thereof, including, without limitation, claims (other than as related to occurrences prior to the date hereof), choses in action, licenses, permits, warranties, guaranties, approvals (governmental or otherwise), development rights, and certificates of occupancy, subject to the matters set forth on Exhibit B attached hereto and incorporated herein ("Permitted Exceptions"). Not included herein are any mineral rights, water rights or any other right to excavate or withdraw minerals, gas, oil or other material except as specifically granted herein.

**Section 2.2 Term.** This Lease shall commence upon the Commencement Date and expire on the date that is Six Hundred (600) full calendar months following the Commencement Date (the "Term"), unless sooner terminated as provided for herein.

**Section 2.3 Termination of Development Agreement.** The parities acknowledge and agree that the Development Agreement contains certain termination rights and that in the event the Development Agreement is terminated this Agreement shall terminate concurrently.

**Section 2.4** **Delivery.** Landlord shall deliver possession of the Premises to Tenant on the Commencement Date, in the condition described in Section 3.2.2(a) of the Development Agreement. Except as specifically required in the Development Agreement or in this Lease, Landlord has no obligation to contribute to the cost of the Premises, nor shall Landlord be obligated to perform any construction or make any improvements in connection with the Premises, except as may be expressly provided in this Lease.

**Section 2.5** **Quiet Enjoyment.** Landlord covenants and warrants that Tenant, upon payment of all sums herein provided and upon performance and observance of all of its covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Premises during the Term, free from hindrance by Landlord or any person claiming by, through or under Landlord, and subject only to the provisions of all applicable Legal Requirements.

## ARTICLE 3. CONSIDERATION; PUBLIC BENEFIT AND EXPENSE ALLOCATION

**Section 3.1** **Consideration.** During the Term, as consideration for this Lease, Tenant shall at its expense (i) undertake construction of the Museum and the construction and installation of Museum Property, (ii) maintain and operate the Museum as open to the public and in a condition suitable for Museum purposes, and (iii) permit the City Events, all as further provided below. The parties agree that, other than the Base Rent, there is no monetary consideration or monetary rent that is owed by Tenant to Landlord hereunder. Rather, the consideration for this Lease consists of the construction, maintenance, and operation of the Premises at the expense of Tenant as provided herein and the duties and obligations to be undertaken by Tenant set forth in this Section 3.1 and as further detailed in Sections 3.2 through 3.10 below.

**Section 3.2** **Base Rent; Additional Rent.** Commencing on the Commencement Date, Tenant shall pay an annual base rent (hereinafter referred to as "Base Rent") to Landlord in the amount of One Dollar ($1.00) per year, payable in advance on the first day of the Lease Year without any prior demand and without any deduction or offset whatsoever. During the Term, all charges, costs and expenses due and owing shall constitute additional rent hereunder (the "Additional Rent"), even though not necessarily payable to Landlord, and upon the failure of Tenant to pay any of such Additional Rent in accordance with the terms of this Lease, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to make any other Lease Payment (subject to Tenant's right to cure such failure upon receipt of written notice from Landlord as set forth in Section 13.1(a) of this Lease).

Base Rent and all Additional Rent and other amounts becoming due from Tenant to Landlord hereunder (hereinafter collectively referred to as the "Lease Payment") shall be paid in lawful money of the United States to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant. Lease Payments not paid within ten (10) calendar days from the date when due shall bear interest from the date due until paid at the annual rate of eight percent (8%) per annum.

**Section 3.3** **Construction; Repairs.** Tenant shall construct the Museum as provided in the Development Agreement. From and after the date the Museum is placed in service, the relocation of the PWR to the Museum, and the opening of the Museum to the public ("Opening Date"), Tenant shall ensure that the Museum Property is maintained in good operating condition and state of repair and in a condition suitable for the Public Benefits to be provided, subject to the terms and conditions of this Lease. During the Term, except as otherwise provided in this Lease, Tenant shall, at its own cost and expense and without any cost or expense to Landlord, keep and maintain the Premises and all Improvements and appurtenant facilities, including without limitation the structural components, roof, fixtures, and building systems of the Improvements, grounds, groundwater, stormwater facilities, soil, parking and landscaped areas, in a first-class condition. Tenant shall promptly make all repairs, replacements and Alterations (whether structural or nonstructural, foreseen or unforeseen, or ordinary or extraordinary) necessary to maintain the Premises and the Improvements in a first-class condition and in compliance with all Legal Requirements and to avoid any structural damage or injury to the Premises, the Improvements, or any persons in or around the Premises.

**Section 3.4** **Public Benefits.** A central element of this Lease is the identification of and Tenant's commitment to the ongoing provision of certain public benefits as described herein. In fulfillment of Tenant's commitment, from and after the Opening Date, Tenant shall, subject to casualty, Force Majeure and any renovations, operate or cause to be operated the Museum and shall perform or ensure the provision of certain "Public Benefits" identified in Exhibit C during the Term of this Lease, all at no cost to Landlord.

**Section 3.5** **Museum Operations.** As part of the Public Benefits, the Museum will be open to the public only during regular hours of operation as determined by Tenant but consistent with the requirements of Exhibit C. Tenant may restrict access to the Museum as necessary for security purposes. Tenant may close portions of the Museum to the public for offices, ancillary services, installation or repairs, as Tenant deems necessary or desirable from time to time. Tenant may use any portion of the Museum for its purposes when the Museum is not open to the general public. Nothing herein shall limit Tenant's ability to regulate use of the café (if any), restrooms, or other facilities consistent with Museum security needs or to address unruly or inappropriate behavior.

**Section 3.6** **Intentionally Deleted.**

**Section 3.7** **Operating Expenses Generally**. Throughout the Term, either pursuant to this Lease or separately, Tenant covenants and agrees to pay all Taxes (as defined below) (if any), Utility Charges, liens for work provided to or on behalf of Tenant, insurance, and all other Operating Expenses, if any, which are due and payable during the Term hereof. Tenant will furnish to Landlord, upon request, a proof of payment of all items referred to in this Section 3.7, including, without limitation, proof of payment of any Taxes and proof of payment of insurance premiums promptly after demand therefor.

**Section 3.8** **Taxes.** Throughout the Term, Tenant shall pay or cause to be paid, directly to the authority charged with the collection thereof, any Taxes, personal property taxes, betterment assessments, and all other impositions, ordinary and extraordinary, general and special, of every kind and nature whatsoever, as well as any payments in lieu of taxes, which may be levied, assessed, charged or imposed during the Term of this Lease (prorated for any tax or installment period partially included in the Term) upon the Premises or any part thereof, or upon any improvements at any time situated thereon (such taxes, payments and installments of assessments being hereinafter together referred to as "Taxes"), all such payments to be made not less than five (5) calendar days prior to the last date on which the same may be paid without interest or penalty. Landlord agrees to send promptly to Tenant copies of any notices in respect of any such Taxes.

Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant intends to seek an exemption for the Premises (or as much thereof as possible) from all Taxes (the "Tax Exemption") and Landlord shall reasonably cooperate with Tenant's pursuit of the Tax Exemption.

**Section 3.9** **Utilities.** Throughout the Term, Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to Tenant in connection with the Premises ("Utility Charges") and shall not contract for the same in Landlord's name without the written consent of Landlord.

**Section 3.10** **Other.** Tenant covenants to pay and discharge, when the same shall become due, all other amounts, liabilities and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof and which payment Tenant has failed to make when due.

**ARTICLE 4. INDEMNITY, INSURANCE AND LIMITATION OF LIABILITY**

**Section 4.1** **Indemnification.**

To the fullest extent permitted by law, Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, agents, employees and elected officials from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (collectively, "Claims") (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorneys' fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by, or asserted or awarded against Landlord, its employees, agents, officials, members, or other persons serving in an advisory capacity to any of them or against the Premises or any portion thereof, arising from: (i) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Premises, in each case arising out of the use, possession, ownership, condition or occupation of the Premises or any part thereof (but not of any other property) from and after the Commencement Date by Tenant, its employees, agents, or members or invitees of any of

them, or (ii) violation by Tenant, its employees, agents, or members, or invitees of any of them, of any Environmental Law affecting the Premises or any part thereof or the ownership, occupancy or use thereof from and after the Commencement Date; provided, however, that notwithstanding the foregoing, Tenant shall not have any liability to Landlord for any loss or damage arising out of acts of Landlord or persons under the control or direction of Landlord or out of any release or threat of release of Hazardous Substances for which Landlord is responsible under this Lease. Landlord shall give Tenant prompt and timely written notice of any claim made or suit instituted against it or any other party of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to this Section 4.1. The obligations of Tenant under this Section 4.1 shall survive the Term. The foregoing indemnification shall not be construed as creating any rights in or conferring any rights to any third parties.

To the fullest extent permitted by law and subject to the waiver of recovery and subrogation in Section 4.5, Landlord shall indemnify, pay the defense costs of and hold harmless Tenant and its officers, directors, trustees, agents, employees, contractors and licensees from Claims for damages, costs, personal injury, death or for loss or damage to property that arise out of or relate to the negligence or willful misconduct of Landlord in connection with the Premises or this Lease. This indemnity does not apply: (i) to Claims to the extent they are caused by the acts or omissions or misconduct of Tenant, including its officers, directors, trustees, agents, employees, contractors, affiliates and licensees; or (ii) to damages, claims, suits, actions or liabilities waived under Section 4.6.

Landlord and Tenant agree that the foregoing indemnities specifically include, without limitation, Claims brought by either party's employees against the other party. THE FOREGOING INDEMNITIES ARE EXPRESSLY INTENDED TO CONSTITUTE A WAIVER OF EACH PARTY'S IMMUNITY UNDER WASHINGTON'S INDUSTRIAL INSURANCE ACT, RCW TITLE 51, TO THE EXTENT NECESSARY TO PROVIDE THE OTHER PARTY OR PARTIES WITH A FULL AND COMPLETE INDEMNITY FROM CLAIMS MADE BY EACH PARTY AND ITS EMPLOYEES, TO THE EXTENT OF THEIR NEGLIGENCE. LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

**Section 4.2 Tenant's Liability Insurance.** Tenant, at its expense, shall purchase and keep in force during the Term Commercial General Liability insurance with limits of not less than Five Million and 00/100 Dollars ($5,000,000.00) combined single limit each occurrence, covering bodily injury to persons, including death, and damage to property. Such insurance shall provide coverage for Tenant's premises and operations and contractual liability assumed in Section 4.1. Tenant shall cause its Commercial General Liability insurer to name Landlord as an additional insured under such insurance using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage, and such policy shall contain a severability of interests provision, a provision that the insurance provided to Landlord as an additional insured shall be primary to and not contributory with insurance maintained by Landlord, and a provision that an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other named and additional insureds.

**Section 4.3 Premises Property Insurance.** Throughout the Term of this Lease, Tenant shall maintain (a) a standard form property insurance policy insuring the Improvements (excluding the Museum Property) against all risks of physical loss or damage (including earthquake and flood) ("Improvements Insurance") and (b) a standard form property insurance policy insuring the Museum Property against all risks of physical loss or damage (including earthquake and flood) ("Exhibit Insurance"). The Improvements Insurance required under this Section 4.3 shall provide coverage in an amount not less than one hundred percent (100%) of the replacement cost of the Improvements with a commercially reasonable deductible or self-insured retention, provided, however, the amounts of such Improvements Insurance coverages for earthquake, flood and other natural disaster coverages may be reduced to percentages of replacement cost that reflect Tenant's probable maximum loss assessment and the availability of such insurances on commercially reasonable terms consistent with Tenant's financial capacity as reasonably determined by Tenant to be appropriate within the constraints of a self-sustaining budget. Similarly, the amount of the Exhibit Insurance coverage required under this Section 4.3 also shall be determined by Tenant based on its reasonable determination of a practical replacement value of the Museum Property and the availability of any such insurance on commercially reasonable terms consistent with Tenant's financial capacity as reasonably determined by Tenant to be appropriate within the constraints of a self-sustaining budget.

**Section 4.4** **General Insurance Requirements.** All of the insurance policies required to be maintained under Sections 4.2 – 4.3 shall: (i) be issued by insurance companies authorized to do business in the State of Washington and having an A.M. Best's rating of not less than A- VII, unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers); (ii) contain an endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation, non-renewal or change in the coverage, scope or amount of any policy; and (iii) be written as primary policies, not contributing with and not supplemental to the coverage that other party may carry. Certificates of insurance evidencing that the insurance required under this section is in effect shall be delivered to Landlord before any entry on the Premises by Tenant, and shall be kept current throughout the Term. Such certificate shall reflect the status of Landlord as additional insured (as to the insurance under Section 4.2), and shall provide for at least thirty (30) days advance notice to Landlord in the event of cancellation. Landlord and Tenant shall assist and cooperate with any insurance company in the adjustment or litigation of all insurance claims arising under the insurance required by this Article.

**Section 4.5** **Waiver of Recovery and Subrogation.** Landlord and Tenant release and relieve the other from any liability they might otherwise have and waive their entire right of recovery for loss or damage to property located within or constituting a part or all of the Premises to the extent that the loss or damage either (i) is actually covered by the injured party's property insurance, or (ii) if the injured party failed to maintain insurance as required herein, would have been covered by the property insurance the injured party is required to carry under this Article 4, whichever is greater. This waiver applies regardless of the cause or origin of the claim including without limitation loss due to the negligent acts or omissions of Landlord or Tenant, or their respective officers, directors, council members, employees, agents, contractors, invitees, Tenant's assignees or subtenants. The parties shall have their property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable, and provided further, that the failure to obtain such endorsement, when required, shall not impair the effectiveness of this waiver and/or release between Landlord and Tenant.

**Section 4.6** **Limitation of Tenant's Liability.** In no event shall Landlord, its successors or assigns, have any recourse whatsoever for any damages payable, obligations assumed or indemnifications proffered by Tenant under this Lease to (i) the Museum Property, any endowment, archives or other property of Tenant; (ii) funds and pledges of funds raised by Tenant for the Premises or operation of the Museum; (iii) proceeds, rents or other income derived, arising from or attributable to the Museum, excluding insurance or condemnation proceeds; or (iv) any claims for relief related to the Premises, including claims arising under the insurance policies required to be carried under this Lease or actually carried by Tenant. Under no circumstances shall Landlord have any recourse whatsoever to Tenant's officers, trustees, directors, agents, employees, contractors or licensees for any debt or obligation created by this Lease.

**ARTICLE 5. USE**

**Section 5.1** **Use.** Tenant shall use the Premises for Museum purposes (including the display of Museum Property, and cultural, educational, and special events), ancillary purposes (including cafe and gift shop), functions and events hosted or sponsored by Tenant, and related office, educational, research, administrative, storage, and back-of-house uses only. The use of the Premises shall comply with this Lease, any easements, covenants, restrictions, as well as all Legal Requirements. Tenant shall not use any Hazardous Substances, except to the extent reasonable or appropriate in connection with the lawful use of the Premises in the ordinary course of Tenant's or any subtenant's business, and Tenant shall comply with all Environmental Laws in connection with such use. In consideration of the prominent location of the Land, the Museum will be seen as an informal gateway to the City. As such, Tenant shall provide and maintain space at or near its main public entrance for a visitor information display showcasing other features in and information about the City and its environs that also would be of interest to visitors. The contents of the display shall be provided by the City and approved by Tenant, in its reasonable discretion. Notwithstanding the foregoing, the display is not intended to include third-party-generated commercial advertising or promotional materials.

**Section 5.2** **Compliance with Law.** Tenant shall be solely responsible, at its sole cost, for compliance with Legal Requirements affecting the design, construction and operation of the Improvements and those affecting use of the Premises throughout the Term. Landlord agrees that Tenant shall have the right to reasonably contest, at

Tenant's sole cost, any asserted or alleged violation of any Legal Requirements in the name of Tenant, as Tenant deems appropriate.

**Section 5.3** **Compliance with Law.** Tenant shall, at its expense, perform all its activities on the Premises in compliance, and shall use commercially reasonable efforts to cause all subtenants of any portion thereof to comply, with the Legal Requirements, as the same may be administered by authorized governmental officials, and, to the extent that it should fail to do so beyond any applicable grace or cure period, Landlord shall have the right, but not the obligation, to take such actions as are necessary to become or remain in compliance with Legal Requirements, and the amount expended or advanced on behalf of Tenant by Landlord on account thereof shall constitute Additional Rent payable to Landlord.

**ARTICLE 6. ALTERATIONS; LIENS; OWNERSHIP OF IMPROVEMENTS**

**Section 6.1** **Alterations.** At any time and from time to time during the Term, Tenant may make, at its sole cost and expense and without the prior consent of Landlord, Alterations to the Improvements, provided that Landlord shall have the right to consent to any major re-development of the Improvements after construction of the Museum, provided further that such consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for obtaining permits necessary for any repairs, replacements, or Alterations. No change or alteration to the Premises or the Improvements shall be undertaken until Tenant shall have procured all required permits, licenses and authorizations for such alterations. All changes and Alterations shall be made in a good and workmanlike manner and in compliance with all Legal Requirements.

**Section 6.2** **Mechanic's Liens.** Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature upon, or in any manner to bind, the interest of Landlord in the Land for any claims in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs to the Premises. Each such claim shall affect and each such lien shall attach to; if at all, only the Leasehold Interest granted to Tenant by this Lease. Tenant will pay or cause to be paid all sums payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises. Tenant will discharge, by bond or otherwise, any mechanic's or materialman's lien filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, Tenant within thirty (30) days after filing. Tenant shall indemnify, defend and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of Landlord in the Land or under the terms of this Lease.

**Section 6.3** **Ownership of Improvements.** The Land shall continue to be owned by Landlord. All Improvements shall be owned by and be the property of Tenant during, and only during, the Term and no longer. During the Term, no Improvements shall be conveyed, transferred or assigned, except as permitted under Articles 12 and 14, and at all such times the holder of the Leasehold Interest of Tenant under this Lease shall be the owner of all Improvements. Any attempted conveyance, transfer or assignment of any of the Improvements, whether voluntarily or by operation of law or otherwise, to any person, corporation or other entity shall be void and of no effect whatever, except as permitted under Articles 12 and 14. Notwithstanding the foregoing, Tenant may from time to time replace the Improvements and make any Alterations, provided that the replacements for such items are of equivalent or better value and quality, and such items are free from any liens and encumbrances except for equipment leases and any other financings expressly permitted hereunder. Upon any termination of this Lease, whether by reason of the expiration of the Term hereof, or pursuant to any provision hereof, or by reason of any other cause whatsoever, all of Tenant's right, title and interest in the Improvements and any Alterations shall cease and terminate, and title to the Improvements shall immediately vest in Landlord. No further deed or other instrument shall be necessary to confirm the vesting in Landlord of title to the Improvements. However, upon any termination of this Lease, Tenant, upon request of Landlord, shall execute, acknowledge and deliver to Landlord a quitclaim deed confirming that all of Tenant's rights, title and interest in the Improvements has expired and that title thereto has vested in Landlord. Notwithstanding the foregoing, the ownership of the Museum Property and all personal property of Tenant shall remain with Tenant in all events.

**ARTICLE 7. SURRENDER.**

**Section 7.1** **Generally.** Subject to the terms of Section 8.1 relating to damage and destruction, upon expiration or earlier termination of the Term of this Lease, whether by lapse of time or otherwise (including any

holdover period), Tenant at its expense shall: (a) remove all of Tenant's moveable, unaffixed personal property, goods and effects; (b) remove all Museum Property; and (c) promptly and peacefully surrender the Premises (including surrender of all Alterations and additions installed on the Premises) broom clean and in good condition, reasonable wear and tear and casualty excepted. Any property (other than Museum Property) left on the Premises more than thirty (30) days after the expiration or termination of the Term shall he deemed to have been abandoned and to have become the property of Landlord to dispose of as Landlord deems expedient and Tenant shall be liable for all costs associated with the disposal of such property. Tenant hereby waives all claims for damages that may be caused by Landlord re-entering and taking possession of the Premises or removing and storing Tenant's property as herein provided. No such reentry shall be considered or construed to be a forcible entry.

**Section 7.2** **Major Destruction.** Notwithstanding the foregoing, in the event the Improvements suffer a Major Destruction (defined below) and the Lease is terminated pursuant to Section 8.1, then Tenant shall, prior to surrendering the Premises to Landlord, either (a) make such repairs to the Improvements as are necessary so that the Improvements are structurally sound and in compliance with all Legal Requirements or (b) at Landlord's request, demolish the remaining Improvements and clear the Land of all debris and related hazards. The Casualty Termination Date shall be extended as needed in order for Tenant to satisfy its obligations under this Section 7.2.

**ARTICLE 8. CASUALTY**

**Section 8.1** **Effect of Damage or Destruction.** In the event of any damage or destruction to the Premises, Tenant, at its sole cost and expense, regardless of the availability of insurance proceeds, but subject to Force Majeure and any permitting requirements of governmental authorities, shall promptly take such action as is reasonably necessary to assure that neither the damaged Premises, the damaged Improvements, or damaged Museum Property, nor any part thereof, nor any debris or rubble resulting therefrom (i) impairs or impedes public access through and across the public streets and sidewalks adjacent to the Premises, or (ii) constitutes a nuisance or otherwise presents a health or safety hazard. In the event of any damage or destruction to the Premises, any Improvements, or Museum Property, Tenant shall, subject to the requirements of the holder of any Leasehold Mortgage, repair and restore the Premises, Improvements, or Museum Property, as applicable. All such repair and restoration shall be performed in accordance with the requirements of this Lease and there shall be no abatement or reduction in Base Rent as a result of such damage or destruction. Any insurance proceeds from Tenant's insurance payable by reason of damage or destruction shall, subject to the rights of the holder of any Leasehold Mortgage, be made available to pay the cost of such repair or restoration; provided, however, that Landlord shall have a lien on Tenant's share of such proceeds from Tenant's insurance to the extent Tenant has failed to pay any monies to Landlord under the terms of this Lease. In the event of any material damage to or destruction of the Premises, any Improvements thereon, or Museum Property (i.e. the cost of repairing or replacing the same equals or exceeds thirty percent (30%) of the fair market value of the Improvements or Museum Property, as applicable, immediately preceding such damage or destruction) ("Major Destruction") from any causes whatever, Tenant shall promptly give written notice thereof to Landlord. In the event (i) Major Destruction occurs within the last five (5) years of the term of this Lease, (ii) Major Destruction cannot be substantially repaired within eighteen (18) months, (iii) the Museum Property (or portion thereof) is damaged to the extent that continued display to the public as a Museum is no longer feasible, or (iv) the Improvements have been damaged or destroyed by a casualty that was not required to be (and in fact was not) insured against by Tenant and the cost of repair and restoration exceeds ten percent (10%) of the fair market value of Tenant's interest in the Premises immediately preceding such damage or destruction, Tenant may elect by written notice to Landlord ("Casualty Termination Notice"), within ninety (90) days after the date of such damage or destruction, to terminate this Lease. In the event Tenant elects to terminate this Lease, the Term of this Lease shall terminate one hundred twenty (120) days after the date of the Casualty Termination Notice ("Casualty Termination Date").

**Section 8.2** **Insurance Proceeds**. Any insurance proceeds payable from Tenant's insurance shall, subject to the requirements of the holder of any Leasehold Mortgage, be paid to Tenant, subject to Landlord's claim against Tenant's share of such proceeds from Tenant's insurance in an amount equal to sums due to Landlord from Tenant hereunder. In the event Tenant elects to terminate the Lease under Section 8.1, Tenant's insurance proceeds under the Improvements Insurance payable by reason of such damage or destruction shall, subject to the rights of the holder of any Leasehold Mortgage, be made available to pay the cost of Tenant's obligation to surrender the Premises to Landlord in accordance with the terms and provisions of Article 7.2 and the balance of such proceeds shall be paid to Landlord. In all events, the proceeds available under the Exhibit Insurance shall be paid to Tenant.

**Section 8.3** **Clearing of Property**. If any improvements are damaged or destroyed and Tenant elects to terminate this Lease in accordance with Section 8.1, Tenant shall surrender the Premises to Landlord in accordance with the terms and provisions of Article 7.2.

**ARTICLE 9. CONDEMNATION.**

**Section 9.1** **Taking.** "Taking" means a taking by condemnation or by the exercise of the power of eminent domain by a public or quasi-public authority or entity, whether or not there is a taking of title, or a conveyance in lieu thereof. If there is a Taking of the entire Premises, then this Lease shall terminate as of the earlier of the date title to the Premises is transferred or the date Tenant is dispossessed by the Taking authority. Landlord agrees not to exercise its eminent domain rights with respect to the Premises.

**Section 9.2** **Termination for Material Interference.** If there is a Taking of part of the Premises that in Tenant's' reasonable judgment materially interferes with Tenant's ability to use the Premises for the purposes set forth herein, which interference cannot be feasibly, economically, operationally or legally remediated, then Tenant shall have the right to terminate this Lease by giving Landlord notice of its election within sixty (60) days after the Taking. If this Lease is so terminated, then it shall terminate on the earlier of the date title is transferred, the date Tenant is dispossessed by the Taking authority or thirty (30) days following Tenant's notice; provided that such termination shall in no event extinguish or diminish Tenant's right under Section 9.3 to receive a portion of the award payable on account of the Taking. If the Taking does not materially interfere with Tenant's ability to operate the Premises for the purposes set forth in this Lease, then this Lease shall continue in full force and effect as to the part not taken, except that Tenant need not operate a Museum or provide the Public Benefits in the space so taken.

**Section 9.3** **Taking Award.** The parties are entitled to the following portions of any award or settlement in lieu thereof payable on account of a Taking:

(a) Landlord shall be entitled to all amounts attributable to the value of the Land; and

(b) Tenant shall be entitled to receive all amounts attributable (i) to the value of the Improvements, (ii) the Museum Property; and (iii) Tenant's relocation expenses.

**ARTICLE 10. ACCESS TO PREMISES**

Upon prior reasonable notice, Landlord's agents, employees, and representatives shall have the right to access, enter and inspect the Premises at any reasonable time during the Operating Hours or when Museum staff is on Premises to escort the inspector for the purpose of ascertaining the condition of the Premises, monitoring compliance with this Lease or for any other purpose permitted under the terms of this Lease. Landlord understands that Museum operating requirements prohibit unaccompanied, unsupervised access (including inspection), except as specifically provided herein. In exercising such rights, the parties shall cooperate and shall take all reasonable steps to avoid disruption or unnecessary interference with Tenant's use and operations of the Premises.

**ARTICLE 11. ENVIRONMENTAL.**

**Section 11.1** **Tenant Obligations. Tenant agrees that:**

(a) Neither Tenant nor its employees, agents, contractors, assignees, subtenants, licensees or invitees will use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Premises, or transport to or from the Premises, any Hazardous Substances except in such quantities as are typically used in connection with the construction, rehabilitation, operation and use of property of a similar sort for the uses permitted under this Lease and the Development Agreement, and then only in compliance with all Environmental Laws.

(b) Tenant shall give prompt written notice to Landlord of (i) any proceeding or inquiry by any governmental authority known to Tenant with respect to the presence or release of any Hazardous Substance on, in, about or from the Premises or relating to any loss or injury resulting from any Hazardous Substance, all caused or alleged to be caused by Tenant or its employees, agents, contractors, assignees, subtenants or invitees, (ii) all claims

made or threatened by any third party in writing against Tenant with respect to the Premises relating to any loss or injury resulting from any Hazardous Substance caused or alleged to be caused by Tenant, (iii) discovery after the date hereof by Tenant of any occurrence or condition on the Premises that could cause it to be subject to any restrictions on occupancy or use under any Environmental Law, and (iv) any release of a Hazardous Substance on or from the Premises by Tenant.

**Section 11.2** **Landlord Obligations.** Landlord shall give prompt written notice to Tenant of (a) any proceeding or inquiry by any governmental authority known to Landlord with respect to the presence or release of any Hazardous Substance on, in, about or from the Premises, (b) all claims made or threatened by any third party in writing against Landlord with respect to the Premises relating to any loss or injury resulting from any Hazardous Substance, and (c) Landlord's discovery of any occurrence or condition on the Premises that could cause them to be subject to any restrictions on use under any Environmental Law.

**Section 11.3** **Environmental Indemnity.** Tenant covenants and agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord), and save Landlord, its employees, agents, members and any successor thereof, harmless against and from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable attorneys' and experts' fees and disbursements), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by or asserted or awarded against Landlord, its employees, agents, managers and members, the Premises or any portion thereof and arising directly or indirectly, in whole or in part, from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Premises, (i) from and after the Commencement Date, or (ii) which migrate off of the Premises (or portion thereof) after the Commencement Date, except that the foregoing indemnity does not include any condition which pre-existed the Commencement Date or any increase in scope or exacerbation of any such release or threat of release covered in clauses (i) and (ii) above is excluded from the forgoing indemnity if said increase in scope or exacerbation arises out of Landlord's negligence or willful misconduct.

Landlord covenants and agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Tenant), and save Tenant, its employees, agents, members and any successor thereof, harmless against and from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable attorneys' and experts' fees and disbursements), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by or asserted or awarded against Tenant, its employees, agents, managers and members or the Premises or any portion thereof and arising directly or indirectly, in whole or in part, from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Property or the Premises, (i) which exist at any time prior to the Commencement Date, or (ii) which migrate onto the Premises hereafter from any other property owned by Landlord, except that any increase in scope or exacerbation of any such release or threat of release covered above is excluded from the forgoing indemnity if said increase in scope or exacerbation arises out of Tenant's gross negligence or willful misconduct.

## ARTICLE 12. ASSIGNMENT AND SUBLETTING

**Section 12.1** **No Transfer Without Landlord's Consent.** Except for Permitted Transfers, Tenant shall not directly or indirectly, in whole or in part, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate its interest in or rights with respect to the Premises or Tenant's leasehold estate therein or the Improvements (any of the foregoing being herein referred to as a "Transfer") without the prior express written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed and no Transfer (whether voluntary or involuntary, by operation of law or otherwise) shall be valid or effective without such prior written consent. Any attempted Transfer in violation of this Lease shall be null and void at Landlord's option. Should Landlord consent to a Transfer, (i) such consent shall not constitute a waiver of any of the restrictions or prohibitions of this Lease, including any then-existing Event of Default or breach, and such restrictions or prohibitions shall apply to each successive Transfer, and (ii) unless otherwise agreed by the parties, such Transfer shall relieve the transferring Tenant of its liability under this Lease and such transferring Tenant shall be released from performance of any of the

terms, covenants and conditions of this Lease upon such Transfer, and thereafter the assignee Tenant shall be liable under this Lease.

**Section 12.2 Permitted Transfers.** Notwithstanding the provisions of Section 12.1, the following transactions ("Permitted Transfers") shall not require the consent of Landlord:

(a) the transfer of any ownership interests in Tenant to any Affiliate of Tenant or from one owner of ownership interests in Tenant to another owner of ownership interests in Tenant; or

(b) the assignment of this Lease, Tenant's interest in the leasehold estate or any sublease of the Property to any Affiliate of Tenant or any sublease to any retail or commercial tenant or licensee who is providing food or retail services to the Museum; or

(c) the merger, consolidation, restructuring or sale of substantially all of the assets of Tenant or any Affiliate of Tenant, provided that the resulting entity has a net worth, calculated in accordance with GAAP, equal to or greater than the net worth of Tenant immediately prior to such transaction; or

(d) the assignment to any trustee by way of a deed of trust in favor of any Leasehold Mortgagee, for the purpose of creating a Leasehold Mortgage, or to any such Leasehold Mortgagee or other purchaser in connection with a foreclosure of a Leasehold Mortgage; or

(e) a transfer of ownership interests in Tenant or in constituent entities of Tenant (i) to a member of the immediate family of the transferor (which for purposes of this Lease shall be limited to the transferor's spouse, children, parents, siblings and grandchildren), (ii) to a trust for the benefit of a member of the immediate family of the transferor, (iii) from such a trust or any trust that is an owner in a constituent entity of Tenant, to the settler or beneficiaries of such trust or to one or more other trusts created by or for the benefit of any of the foregoing persons, whether any such transfer is described in this item, (iv) in connection with a pledge by any partner, shareholder or member of a constituent entity of Tenant to an affiliate of such partner, shareholder or member; or

(f) a mere change in the form, method or status of ownership (including, without limitation, the creation of single purpose entities) so long as the ultimate beneficial ownership interest of Tenant remains the same as that on the Commencement Date or as otherwise permitted in accordance with this Section 12.2 above; or

(g) any transfer resulting from a Taking.

**Section 12.3 Assignment by Landlord.** If Landlord sells or otherwise transfers the Land, or if Landlord assigns its interest in this Lease, such purchaser, transferee or assignee thereof shall be deemed to have assumed Landlord's obligations hereunder which arise on or after the date of sale or transfer, and Landlord shall thereupon be relieved of all liabilities hereunder accruing from and after the date of such transfer or assignment, but this Lease shall otherwise remain in full force and effect.

## ARTICLE 13. DEFAULTS

**Section 13.1 Default.** The occurrence of any of the following events shall constitute an event of default ("Event of Default") hereunder:

(a) if Tenant fails to pay when due any Lease Payment, and any such default shall continue for ten (10) calendar days after the receipt of written notice thereof from Landlord;

(b) if Tenant fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder not addressed by any other event described in this Section 13.1, and, to the extent such failure is susceptible to cure, Tenant shall fail to cure, correct or remedy such failure within thirty (30) calendar days after the receipt of written notice thereof; provided, however, if such failure is not monetary in nature such that it cannot be cured by the payment of a sum certain to Landlord (or other required payee), then, if such failure is susceptible to cure, but cannot with due diligence be cured within such thirty (30) day period, the time within which Tenant may cure such failure shall be extended so long as Tenant proceeds promptly and with due diligence to cure

the failure and diligently completes the curing thereof within a reasonable period of time; or

(c) if Tenant abandons the Premises or any substantial portion thereof and such abandonment is not cured within thirty (30) calendar days following written notice from Landlord.

**Section 13.2 Rights and Remedies.**

(a) Upon the occurrence of any Event of Default herein (including the expiration of all applicable notice and cure periods) Landlord, subject in all respects to (i) the provisions of this Lease with respect to Landlord's rights to cure defaults by Tenant and (ii) the rights of the holder of any Leasehold Mortgage, shall have the right to pursue any and all remedies available at law or in equity including, without limitation, a preliminary or permanent injunction, specific performance or other equitable relief; actual (but not special, consequential or punitive) damages; and/or termination of this Lease.

(b) No default in the performance of the terms, covenants or conditions of this Lease on the part of Tenant or Landlord (other than in the payment of amounts due) shall be deemed to continue if and so long as Landlord or Tenant, as the case may be, shall be delayed in or prevented from remedying the same due to Force Majeure; but if and when the occurrence or condition which delayed or prevented the remedying of such default shall cease or be removed, it shall be the obligation of Landlord or Tenant, as the case may be, without further delay, to commence the correction of such default or to continue and complete the correction thereof.

(c) The defaulting party shall be liable for the reasonable legal expenses (including reasonable attorneys' fees) of the non- defaulting party in connection with any collection of funds owed under this Lease, the remedying of any Event of Default under this Lease or any termination of this Lease where such collection, remedying or termination results from an Event of Default, as finally determined by a court of competent jurisdiction. If a default is alleged and it shall be determined that no Event of Default exists the court may, in its discretion, determine that the alleging party shall be liable for the legal costs and expenses (including reasonable attorneys' fees) of the other party in defending such claim.

(d) Notwithstanding anything to the contrary set forth in this Lease, Landlord, for itself and for each and every succeeding owner of the Premises, agrees that it shall never be entitled to seek a personal judgment against Tenant's member(s), and that upon any Event of Default hereunder, the rights of Landlord to enforce the obligations of Tenant, its successors or assigns, or to collect any judgment, shall be limited to the termination of this Lease and/or to collection from the assets of Tenant and the enforcement of any other equitable rights and remedies specifically granted to Landlord hereunder.

**Section 13.3 Termination of Lease for Tenant's Default.** Upon a termination of this Lease pursuant to Section 13.2(a), Tenant shall promptly quit and surrender the Premises to Landlord, without cost to Landlord.

**Section 13.4 Remedies Cumulative.** Unless otherwise specifically provided in this Lease, no remedy herein shall be exclusive of any other remedy or remedies, and each such remedy shall be cumulative and in addition to every other remedy; and every power and remedy given by this Lease may be exercised from time to time and as often as may be deemed expedient by either party. No delay or omission by Landlord to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence thereto.

**Section 13.5 Default by Landlord.** Landlord shall be in default of this Lease if it fails to perform any provision of this Lease, and if the failure to perform is not cured within thirty (30) calendar days after written notice of the default has been given to Landlord. If the default cannot reasonably be cured within thirty (30) calendar days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within such thirty-day period and diligently and in good faith continues to cure the default within a reasonable period of time, but in no event shall such period exceed ninety (90) calendar days.

**ARTICLE 14. LEASEHOLD MORTGAGES**

**Section 14.1 Right to Encumber.** Notwithstanding the provisions of Article 12 regarding Transfers of this Lease, but subject to the provisions of this Article 14, Tenant shall have the right at any time and from time to time to encumber the entire (but not less than the entire) leasehold estate created by this Lease and Tenant's interest in the Improvements by a mortgage, deed of trust or other security instrument (any such mortgage, deed of trust, or other security instrument that satisfies the requirements of this Article 14 being herein referred to as a "Leasehold Mortgage") to secure repayment of a loan (and associated obligations) made to Tenant by an Institutional Lender for the purpose of financing the construction of any Improvements made pursuant to the terms of this Lease or for the long-term financing of any such Improvements, provided that the loan secured by a Leasehold Mortgage shall be payable over not more than the remaining portion of the Term.

**Section 14.2 No Subordination of Fee.** In no event shall all or any portion of Landlord's interest, including without limitation, Landlord's fee interest in the Land or reversionary interest in the Improvements or interest under this Lease, be subject or subordinate to any lien or encumbrance of any mortgage, deed of trust or other security instrument.

**Section 14.3 Institutional Lender.** For purposes of this Article 14, "Institutional Lender" shall mean a state or federally chartered savings bank, savings and loan association, credit union, commercial bank or trust company or a foreign banking institution (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); a pension fund, an insurance company organized and existing under the laws of the United States or any state thereof or a foreign insurance company (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); a publicly held real estate investment trust, an entity that qualifies as a "REMIC" under the Internal Revenue Code or other public or private investment entity (in each case whether acting as principal or agent) which at the date hereof or in the future is involved in the business of investing in real estate assets; a brokerage or investment banking organization (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); an employees' welfare, benefit, pension or retirement fund; an institutional leasing company; any governmental agency or entity insured by a governmental agency, or any combination of Institutional Lenders.

**Section 14.4 Required Notice.** Each time Tenant shall mortgage Tenant's leasehold estate to an Institutional Lender, Tenant shall require the holder of such Leasehold Mortgage to provide Landlord with notice of such Leasehold Mortgage, together with a true copy of such Leasehold Mortgage and the name and address of the Leasehold Mortgagee. Following receipt of such notice by Landlord, the provisions of this Section 14 shall apply in respect to such Leasehold Mortgage. In the event of any assignment of a Leasehold Mortgage or in the event of a change of address of a Leasehold Mortgagee or of an assignee of such Leasehold Mortgagee, notice of the new name and address shall be provided to Landlord. Tenant shall thereafter with reasonable promptness also provide Landlord from time to time with a copy of each material amendment, modification or supplement to such instruments.

**Section 14.5 Acknowledgement of Notice.** If requested by the terms of such notice, Landlord shall promptly upon receipt of a communication purporting to constitute the notice provided for by Section 14.4 acknowledge in writing receipt of such communication as constituting the notice provided for by this Section, or in the alternative, notify Tenant and the Leasehold Mortgagee of the rejection of such communication as not conforming with the provisions of this Section and specify the basis of such rejection.

**Section 14.6 Protection of Leasehold Mortgagees.** If Tenant shall mortgage Tenant's Leasehold Interest under this Lease in compliance with the provisions of this Section 14, then so long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply:

(a) Consent. No cancellation, surrender or modification of this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee, except that such consent shall not be required with respect to a termination of this Lease in accordance with this Section 14, or in accordance with Section 8 and 9 upon certain casualty events or condemnation.

(b) Notice of Default. Landlord, upon providing Tenant any notice of (a) any default under this Lease, (b) a termination of this Lease, or (c) a matter on which Landlord may predicate or claim a default, shall at the same time provide a copy of such notice to every Leasehold Mortgagee of which Landlord has been provided notice in accordance with Section 14.4 hereof. Landlord shall have no liability for the failure to give any such notice,

except that no such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Leasehold Mortgagee of which Landlord has been provided notice in accordance with Section 14.4 hereof. From and after such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or acts or omissions which are the subject matter of such notice, or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Sections 14.6(c) and 14.7 hereof to remedy, commence remedying or cause to be remedied, the defaults or acts or omissions which are specified in such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.

(c) Second Notice to Leasehold Mortgagee. Anything contained in this Lease to the contrary notwithstanding, if any Event of Default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such Event of Default or the act or omission which gave rise to such Event of Default, Landlord shall notify every Leasehold Mortgagee of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination if the nature of such Event of Default is the failure to pay a sum of money to Landlord and at least ninety (90) days in advance of the proposed effective date of such termination in the event of any other Event of Default. The provisions of Section 14.7 hereof shall apply only if, during such thirty (30) or ninety (90) day termination notice period, any Leasehold Mortgagee shall:

(i) Notify Landlord of such Leasehold Mortgagee's desire to nullify such Notice; and

(ii) Pay or cause to be paid all Rent and other payments (i) then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and (ii) any of the same which become due during such thirty (30) or ninety (90) day period as and when they become due; and

(iii) Comply or in good faith, with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee; provided, however, that such Leasehold Mortgagee shall not be required during such thirty (30) or ninety (90) day period to cure or commence to cure any Event of Default consisting of (i) Tenant's failure to satisfy and discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Premises junior in priority to the lien of the mortgage held by such Leasehold Mortgagee, or (ii) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee, such as, by way of example only, the bankruptcy of Tenant or a court-ordered stay or injunction. If such Leasehold Mortgagee has not completed the cure within three hundred sixty five (365) days after the later to occur of (A) the receipt of Landlord's termination notice or (B) three hundred sixty five (365) days after the date that any court with jurisdiction over Tenant or the Premises releases any stay, order or injunction, Landlord shall have the right to terminate this Lease upon written notice to Tenant and such Leasehold Mortgagee.

(iv) If more than one Leasehold Mortgagee notifies Landlord of such Leasehold Mortgagee's desire to nullify such notice, the Leasehold Mortgagee whose Leasehold Mortgage is prior in lien (as determined in accordance with Section 14.9) shall have the right to nullify such notice and Landlord without liability to Tenant or any Leasehold Mortgage with a subordinate lien shall accept the cure tendered by the Leasehold Mortgagee whose Leasehold Mortgage is prior in lien.

**Section 14.7 Procedure on Default.**

(a) Cure of Default. If Landlord shall elect to terminate this Lease by reason of any Event of Default, and a Leasehold Mortgagee shall have proceeded in the manner provided for by Section 14.6(c), this Lease shall not be deemed terminated so long as such Leasehold Mortgagee shall:

(i) Pay or cause to be paid the Rent and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease excepting (A) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance

against Tenant's interest in this Lease or the Leasehold Estate junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee, and (B) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee, such as, by way of example only, the bankruptcy of Tenant; and

(ii) If not enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same with due diligence within the time period described in Section 14.6(c)(iii). Nothing in this Section 14.7(a), however, shall be construed to extend this Lease beyond the original Term hereof, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the Event of Default has been cured. If the Event of Default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(b) Lease Remains in Effect. If a Leasehold Mortgagee is complying with Section 14.7.(a), upon the acquisition of the Leasehold Estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise and the discharge of any lien, charge or encumbrance against Tenant's interest in this Lease or the Premises which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee and which Tenant is obligated to satisfy and discharge by reason of the terms of this Lease, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(c) Assumption of Lease. The making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of Tenant's interest under this Lease or the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of Tenant's interest under this Lease or of the leasehold estate hereby created so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder. Notwithstanding the foregoing, the purchaser at any sale of Tenant's interest under this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of the Tenant's rights under this Lease and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, including, without limitation, a Leasehold Mortgagee, shall be deemed to be an assignee or transferee within the meaning of this Section 14.7 and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment only for as long as such purchaser or assignee is the holder of this leasehold estate.

**Section 14.8 New Lease.** In the event of the termination of this Lease as a result of an Event of Default that has not been cured by either Tenant or the Leasehold Mortgagee, Landlord shall promptly, within a reasonable time, provide each Leasehold Mortgagee with written notice that the Lease has been terminated (the "New Lease Notice"), together with a statement of all sums which would at that time be due under this Lease but for such termination and of all other defaults, if any, then known to Landlord. Landlord agrees to enter into a new lease (the "New Lease") of the Premises with such Leasehold Mortgagee or its affiliated designee for the remainder of the Term of this Lease, effective as of the date of termination, at the same Rent and upon the terms, covenants and conditions of this Lease; provided:

(a) Such Leasehold Mortgagee shall make written request upon Landlord for such New Lease within thirty (30) days after the date such Leasehold Mortgagee receives Landlord's New Lease Notice given pursuant to this Section 14.8.

(b) Such Leasehold Mortgagee or such affiliated designee shall agree to remedy any of Tenant's defaults of which such Leasehold Mortgagee was notified by Landlord's New Lease Notice and which are reasonably capable of being so cured by Leasehold Mortgagee or such designee.

(c) Any New Lease made pursuant to this Section 14.8 shall have the same priority with respect to any mortgage or other lien, charge or encumbrance on the Premises as this Lease, and the tenant under such New Lease shall have the same right, title and interest in and to the Premises and the Leasehold Improvements as Tenant had under this Lease as of the date of the New Lease.

**Section 14.9** **Conflicting Priorities.** If more than one Leasehold Mortgagee shall seek to nullify a notice in accordance with Section 14.6(c)(iv) above or request a New Lease pursuant to Section 14.8, the Leasehold Mortgagee whose Leasehold Mortgage is prior in lien, or with the designee of such Leasehold Mortgagee, shall have the right to nullify such notice or obtain such New Lease. Landlord, without liability to Tenant or any Leasehold Mortgagee with an adverse claim, may rely upon a mortgagee title insurance policy issued by a responsible title insurance company doing business in the state where the Premises is located as the basis for determining the appropriate Leasehold Mortgagee who is entitled to nullify such notice or obtain the New Lease.

**Section 14.10** **Certain Defaults.** Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of rights hereunder to cure any Event of Default which by its terms is not reasonably susceptible of being cured by such Leasehold Mortgagee or such designee in order to comply with the provisions of Sections 14.6 or 14.7. The financial condition of any Leasehold Mortgagee or successor to Tenant's interest under this Lease or a new lease entered into pursuant to Section 14.8 shall not be a consideration in the determination of the reasonable susceptibility of cure of such Event of Default. No Event of Default, the cure of which, and no obligation of Tenant, the performance of which, requires possession of the Premises shall be deemed reasonably susceptible of cure or performance by any Leasehold Mortgagee or successor to Tenant's interest under this Lease not in possession of the Premises, provided such holder is complying with the requirements described in Section 14.7(a)(ii) hereof and, upon obtaining possession, promptly proceeds to cure any such Event of Default then reasonably susceptible of cure by such Leasehold Mortgagee or successor. No Leasehold Mortgagee shall be required to cure the bankruptcy, insolvency or any related or similar condition of Tenant.

**Section 14.11** **Eminent Domain.** Tenant's share, as provided in Section 9 of this Lease, of the proceeds arising from an exercise of the power of eminent domain shall, subject to the provisions of Section 9, be disposed of as provided for by any Leasehold Mortgage.

**Section 14.12** **Insurance.** A standard mortgagee clause naming each Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Tenant hereunder.

**Section 14.13** **Legal Proceedings.** Landlord shall give each Leasehold Mortgagee of which Landlord has written notice prompt notice of any dispute resolution or legal proceedings between Landlord and Tenant involving obligations under this Lease. Each such Leasehold Mortgagee shall have the right to intervene, within sixty (60) days after receipt of such notice of dispute resolution or legal proceedings, in any such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. Any intervening Leasehold Mortgagee shall be bound by the outcome of such proceedings. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, Landlord shall give the Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on all Leasehold Mortgagees not intervening after receipt of Notice of such proceedings.

**Section 14.14** **No Merger.** So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

**Section 14.15** **Notices.** Notices from Landlord to the Leasehold Mortgagee shall be mailed to the address furnished Landlord pursuant to Section 14.4 and those from the Leasehold Mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of Section 16 hereof, as the same may be amended from time to time. All notices from any Leasehold Mortgagee or Landlord shall be given in the manner described in Section 32 and shall in all respects be governed by the provisions of that section.

**Section 14.16** **Erroneous Payments.** No payment made to Landlord by a Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and any Leasehold Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof provided the Leasehold Mortgagee shall have made demand therefor not later than twelve (12) months after the date of its payment.

**Section 14.17 Bankruptcy.** In the event of any proceeding by either Landlord or Tenant under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

(a) Rejection of Lease by Tenant. If this Lease is rejected in connection with a bankruptcy proceeding by Tenant or a trustee in bankruptcy for Tenant, such rejection shall be deemed an assignment by Tenant to the Leasehold Mortgagee (or if there is more than one Leasehold Mortgagee, to the one highest in priority) of the leasehold estate and all of Tenant's interest under this Lease, in the nature of an assignment in lieu of foreclosure, and this Lease shall not terminate, unless such Leasehold Mortgagee shall reject such deemed assignment by notice in writing to Landlord within thirty (30) days following the later of (i) rejection of the Lease by Tenant or Tenant's trustee in bankruptcy or (ii) approval of such rejection by the bankruptcy court. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Tenant or the trustee in connection with any such proceeding, the rights of any Leasehold Mortgagee to a new lease from Landlord pursuant to Section 14.8 hereof shall not be affected thereby.

(b) Termination of Lease by Landlord. If this Lease is rejected or otherwise terminated in connection with a bankruptcy proceeding by Landlord or by Landlord's trustee in bankruptcy:

(i) Tenant shall not have the right to treat this Lease as terminated except with the prior written consent of all Leasehold Mortgagees and the right to treat this Lease as terminated in such event shall be deemed assigned to each and every Leasehold Mortgagee, whether or not specifically set forth in any such Leasehold Mortgage, so that the concurrence in writing of Tenant and each Leasehold Mortgagee shall be required as a condition to treating this Lease as terminated in connection with such proceeding.

(ii) Unless this Lease is treated as terminated in accordance with Section 14.17(a), this Lease shall continue in effect upon all the terms and conditions set forth herein, including Rent, but excluding requirements that are not then applicable or pertinent to the remainder of the Term. The lien of any Leasehold Mortgage then in effect shall extend to the continuing possessory rights of Tenant following such rejection or other termination with the same priority as it would have enjoyed had such rejection or other termination not taken place.

(c) If, in any bankruptcy or similar proceeding in which Landlord is the debtor, the Premises are sold or proposed to be sold free and clear of the interests of Tenant under this Lease, each of Tenant and any Leasehold Mortgagee shall be entitled to: (i) receive prior written notice of such proposed sale not less than ten (10) Business Days prior to the earliest date such sale or proposed sale is to or could occur; (ii) contest such sale or proposed sale; and (iii) petition for and receive adequate protection of their respective interests under this Lease, it being acknowledged and agreed that monetary damages are not, and will not be, adequate protection thereof.

**Section 14.18 Rights Against Tenant.** The rights of a Leasehold Mortgagee hereunder shall not diminish any right or claim of Landlord against Tenant for damages or other monetary relief under this Lease.

**Section 14.19 Lease Amendments or Recognition Agreement Requested by Leasehold Mortgagee.** In the event Tenant seeks to obtain or modify a Leasehold Mortgage, and the applicable Leasehold Mortgagee desires amendments to this Section 14 or desires to enter into a recognition agreement with Landlord, then Landlord agrees to negotiate in good faith any commercially reasonable amendment or recognition agreement; provided that the form and content of such amendment or recognition agreement is not unreasonable and that such proposed amendment or recognition agreement does not reduce the Rent hereunder or otherwise adversely affect the rights of Landlord hereunder or its interest in the Premises, as determined by Landlord in its reasonable discretion. All reasonable expenses incurred by Landlord in connection with any such amendment or recognition agreement shall be paid by Tenant.

**Section 14.20 Landlord Purchase Right.** In the event a Leasehold Mortgagee desires to transfer the leasehold interest in the Premises by foreclosure sale, accept a deed in lieu of foreclosure, or acquire Tenant's interest in this Lease by other means, the Leasehold Mortgagee shall provide Landlord no less than thirty (30) days prior written notice of its intention to exercise such right and Landlord shall have the right exercisable within thirty (30) days after receipt of such written notice to elect to acquire the entire interest in the loan and the Leasehold Mortgage for a price equal to the sum of the outstanding unpaid balance of the loan secured by the Leasehold Mortgage, together

with any other amounts due and unpaid under the Leasehold Mortgage. The closing of the acquisition of the loan (the "Closing") shall occur within thirty (30) days after the date of the election through escrow at a title company selected by Landlord and reasonably acceptable to Leasehold Mortgagee. At the Closing, Landlord shall deliver to the Leasehold Mortgagee through escrow the purchase price for the loan, and Leasehold Mortgagee shall assign to Landlord all of its right, title and interest in the loan and the Leasehold Mortgage pursuant to documentation reasonably satisfactory to Landlord and the Leasehold Mortgagee. If Landlord fails to deliver into escrow the required funds with said thirty (30) day period with instructions to deliver said funds to Leasehold Mortgagee conditioned only upon receipt of the documentation necessary to enable the title company to insure Landlord as the sole beneficiary of the Leasehold Mortgage, the Leasehold Mortgagee shall be entitled to pursue its rights to acquire or transfer the leasehold estate pursuant to this Lease and the Leasehold Mortgage. If Landlord delivers said funds as required herein, the Leasehold Mortgagee's rights under this Lease and the Leasehold Mortgage shall terminate and be of no further force and effect.

**ARTICLE 15. ESTOPPEL CERTIFICATE**

From time to time upon not less than twenty (20) calendar days' prior request, each of Tenant and Landlord agree to deliver to the other requesting party, or to the holder of any Leasehold Mortgage, a statement in writing signed by such Tenant or Landlord, as applicable, certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (b) the date upon which Tenant began paying Base Rent and the dates to which the Base Rent and any other Lease Payment have been paid; (c) that the requesting party is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; and (d) such other matters as may be reasonably requested by the requesting party.

**ARTICLE 16. NOTICES**

Any and all notices, consents, approvals and other communications required or permitted under this Lease shall be deemed adequately given only if in writing delivered either in hand, by mail or by expedited commercial carrier which provides evidence of delivery or refusal, addressed to the recipient, postage prepaid and certified or registered with return receipt requested, if by mail, or with all freight charges prepaid, if by commercial carrier. All notices and other communications shall be deemed to have been given for all purposes of this Lease upon the date of receipt or refusal. All such notices and other communications shall be addressed to the parties at their respective addresses set forth below or at such other addresses as any of them may designate by notice to the other party:

If to Landlord: City of Snoqualmie
c/o City Administrator
P.O. Box 987
Snoqualmie, WA 98065

If to Tenant: _____
_____
_____

With a copy to: Pacifica Law Group LLP
1191 2nd Ave., Suite 2000
Seattle, WA 98101
Attn. B. Gerald Johnson

**ARTICLE 17. MEMORANDUM OF AGREEMENT**

This Lease shall not be recorded except as permitted in this Article 17. The parties shall promptly execute and record, at Tenant's cost, a short form memorandum of lease describing the Premises and stating the Term, Commencement Date, and any other information the parties reasonably agree to include and/or is necessary for any financing with respect to the Premises.

**ARTICLE 18. MISCELLANEOUS**

**Section 18.1** **Signage.** Tenant shall have the right, at its sole cost, to install and display signage in and around the Premises. Any signage installed by Tenant shall be in compliance with Legal Requirements.

**Section 18.2** **No Partnership.** Nothing contained in this Lease shall create any partnership, joint venture or other relationship between Tenant and Landlord. It is the intent of the parties that this Lease creates a leasehold estate in the Premises and that the relationship of the parties hereunder is that of landlord and tenant only.

**Section 18.3** **Severability.** This Lease shall bind and inure to the benefit of Landlord, its successors and assigns, Tenant, and its successors and assigns.

**Section 18.4** **Construction.** Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section thereof.

**Section 18.5** **Performance Under Protest.** In the event of a dispute or difference between Landlord and Tenant as to any obligation which either may assert the other is obligated to perform or do, then the party against whom such obligation is asserted shall have the right and privilege to carry out and perform the obligation so asserted against it without being considered a volunteer or deemed to have admitted the correctness of the claim, and shall have the right to bring an appropriate action at law, equity or otherwise against the other for the recovery of any sums expended in the performance thereof and in any such action, the successful party shall be entitled to recover in addition to all other recoveries such reasonable attorneys' fees as may be awarded by the court.

**Section 18.6** **No Waiver.** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any subsequent occasion.

**Section 18.7** **Headings.** The headings used for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be construed as part of this Lease or to be used in determining the intent of the parties of this Lease.

**Section 18.8** **Partial Invalidity.** If any term, covenant, provision or condition of this Lease or the application thereof to any person or circumstance shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, provisions and conditions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable, provision mutually agreeable to Landlord and Tenant which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

**Section 18.9** **Bind and Inure.** Unless the context requires otherwise, the words "Landlord" and "Tenant" shall be construed to mean the original parties, their respective permitted successors and assigns and those claiming through or under them respectively. Subject to the provisions of Section 12.1, the agreements and conditions in this Lease contained on the part of Tenant to be performed and observed shall be binding upon Tenant and its permitted successors and assigns and shall inure to the benefit of Landlord and its permitted successors and assigns, and the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its permitted successors and assigns and shall inure to the benefit of Tenant and its successors and assigns. No holder of a Leasehold Mortgage shall be deemed to be the holder of said Leasehold Interest until such holder shall have acquired indefeasible title to said Leasehold Interest.

**Section 18.10** **Time of Essence.** Time is of the essence of this Lease and of all provisions hereof.

**Section 18.11** **Entire Agreement.** Together with the Development Agreement, this Lease contains the entire integrated agreement between the parties as to the matters covered herein and supersedes any oral statements or

representations or prior written matter not contained in this instrument as to the matters set forth herein. This Lease may not be amended, changed, modified or altered, except by an instrument in writing duly executed by Landlord and Tenant (or their successors in title) upon approval by the City Council.

**Section 18.12 Authority.** Each party hereto warrants that it has the authority to enter into this Lease and to perform its obligations hereunder and that all necessary approvals, acts or resolutions to authorize this transaction have been taken, and the signatories, by executing this Lease, warrant that they have the authority to bind the respective parties.

**Section 18.13 Consents and Approvals.** In any instance when either party's consent or approval is required under this Lease, such consent or approval shall not be unreasonably withheld, conditioned or delayed. No permission, consent, or approval of Landlord contained herein or given pursuant to this Lease is, or shall be construed as, a representation or assurance that the matter consented to or approved complies with Legal Requirements, nor shall any such consent or approval be construed to authorize any failure to comply with such Legal Requirements.

**Section 18.14 Governing Law; Jurisdiction and Venue.** This Lease, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Washington. Landlord and Tenant each hereby consent to personal jurisdiction in the state and federal courts located in the State of Washington. Except as otherwise required by applicable law, any action arising under this Lease shall be brought and maintained in the Superior Court of the State of Washington in and for King County, Landlord and Tenant each consent and agree that venue is proper in such court, and Landlord and Tenant each waive any defense or right to seek dismissal or transfer on grounds of improper or inconvenient venue.

**Section 18.15 Exhibits.** Exhibits A through C attached hereto are hereby incorporated herein and made a part of this Lease.

**Section 18.16 Dispute Resolution.** In the event of a dispute arising out of this Lease, the parties agree to follow the procedures in this Section prior to filing or initiating a lawsuit. The parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, the matter shall be referred to the City Manager of Landlord and the executive director or board chair of Tenant. If those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute. Landlord and Tenant agree to participate in mediation with the agreed upon mediator for a reasonable amount of time and in good faith. The cost of the mediation shall be shared equally by Landlord and Tenant.

**Section 18.17 Limitation on Third Party Rights.** Nothing in this Lease expressed or implied is intended or shall be construed to give to any person other than Landlord or Tenant any legal or equitable right, remedy or claim under or in respect of this Lease or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of Landlord and Tenant.

**Section 18.18 Counterparts.** This Lease may be executed in counterparts for the convenience of the parties, and such counterparts shall together constitute one Lease.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO GROUND LEASE

IN WITNESS WHEREOF, the parties have hereunto set their signatures to this Lease as of the date first written above.

LANDLORD:

CITY OF SNOQUALMIE,
a Washington municipal corporation

By: _____

Name: _____

Title: _____

TENANT:

PACIFIC WEST RAIL FOUNDATION,
a Washington nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON
ss.
COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and he/she/they acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington, residing at __
My appointment expires _____

STATE OF WASHINGTON
ss.
COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and he/she/they acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington, residing at __
My appointment expires _____

EXHIBIT A
LEGAL DESCRIPTION

[to be attached]

EXHIBIT B
PERMITTED EXCEPTIONS

[to be attached]

EXHIBIT C

PUBLIC BENEFITS

1) Creation and operation of a new tourist destination and point of attraction for local residents and guests, which shall be open during the Operating Hours, provided, however, Tenant may, in its reasonable discretion, offer limited hours in which it is open to the public on holiday adjacent days (e.g. New Year's Eve, Christmas Eve, Friday following Thanksgiving).

2) Driving additional economic activity to City businesses, including restaurants, hotels, and retail stores, thereby promoting the prosperity of the business community and increasing City tax revenues. Provided, however, for the purposes of clarity and the avoidance of doubt, Tenant makes no representations related to any level of additional economic activity and shall have no obligation regarding the same (other than operating the Museum as contemplated herein).

3) During the Term, Tenant agrees to make the Museum available to Landlord for Landlord-planned events up to two (2) times per calendar year ("City Events"). Landlord shall be responsible for the costs of the City Events, provided, however, there shall be no event fee, license fee, or other amount due to Tenant unless the parties mutually agree otherwise. The parties acknowledge and agree that each City Event shall not exceed eight (8) hours, inclusive or set-up and take-down time. Landlord and Tenant shall reasonably cooperate with each other to schedule the City Events, and Museum will be closed to the public during each City Event. Landlord shall comply with Tenant's reasonable rules and regulations during City Events.

## VIABILITY

The Pacific West Rail (PWR) project team includes members with extensive museum development and operations experience, including some who are also local residents with deep community connections to the Snoqualmie Valley, providing longevity to the museum team.

### PWR Museum Team

- **Howard & Peggy Lovering:** Howard joined the Boeing Museum of Flight in 1977 as its first full-time staffer and was later named executive director. He is credited with developing the museum into a world-class facility, serving 500,000 visitors annually.
- **Matt Hayes**: Matt has over 13 years of museum leadership experience and is the current Director of the Boeing Museum of Flight.
- **John Ferguson:** John has over 30 years of museum leadership experience and is currently the Manager of Events and Corporate Membership at the Museum of Glass in Tacoma.
- **Andy Eccleshall**: Andy is a tenured Edmonds-based artist. He recently completed the Edmonds Roots mural (2020). For the project he collaborated – from concept to final drawings - with Native American artist and member of the Tulalip Tribe, Ty Juvenil.
- **Nicole Klein:** Nicole is ASUW Shell House Capital Campaign Manager for the University of Washington's $18.5 million capital campaign to restore the historic ASUW Shell House into a learning and gathering space for students and the community.
- **Bruce McCaw**: Bruce is a pioneer in the communications and cellphone industry sectors, co-founder of McCaw Cellular Communications that was sold to AT&T in the early 1990s. He is the chair of the Seattle Hotel Group. Bruce and his brothers' sizeable donation funded the restoration of the Seattle Opera house, which is now named McCaw Hall in honor of his mother. He has also held roles with the Museum of Flight, Horizon Airlines and Alaska Air Group.
- **Kelly Coughlin:** Kelly is the CEO of the SnoValley Chamber of Commerce. She was previously the Executive Director of the Mt. Si Food Bank where she actively collaborated with the Chamber. In addition, Coughlin has a consulting company and grant writing experience.

The PWR Museum Project is privately funded and does not require a City capital investment. The extensive model railroad already exists and would be relocated to the museum building for the public to enjoy. At termination of the lease agreement, ownership of property improvements revert to the City.

The proposed project would develop the land parcel as a park with a museum in the Open Space (OS) District consistent with the provisions of the Final Plan and zoning. This open Space (OS) District is intended to provide areas appropriate for active and passive recreation and

certain institutional uses such as a museum. An institutional use, including museum is a conditional use permitted with the shoreline designation, Urban Floodplain Environment.

The project location at the Gateway to Snoqualmie on the corner of Railroad Ave/SR 202 and Snoqualmie Parkway is addressed in the Comprehensive Plan, as gateways serve as entrances to the city and its different areas and districts. Per the Comprehensive Plan*, "Protection and enhancement of gateways is important for preserving unique images for those traveling into and through the City, as they often present the first face and impression of a place."*

Currently what visitors see at this gateway is a vacant, minimally maintained lot. The PWR Project would enhance this property and contain a visually appealing park and museum. The Comprehensive Plan also identifies this specific area as the *Gateway Neighborhood* noting it is "*reserved pending future development."*

The project will be complementary to the popular Railway Museum train excursion, serving to further increase tourism tax revenue by drawing more visitors to our downtown corridor. The project also complements and expands on the railway history of Snoqualmie, which is a significant, established tourist attraction that supports the local business community. Additionally, the park component of the project provides an amenity for residents and visitors, and space for events and gatherings like the annual Christmas Tree lot.

The lease and development agreements help to ensure that project moves from concept, to design, to construction and provides safeguard to ensure the museum is completed.

## CITY PRIORITIES AND GOALS

The project supports identified City priorities, including 'encouraging economic vibrancy,' 'bolstering neighborhood livability,' and 'enhancing quality of life.' The project will help attract retail development to the City and supports efforts to increase economic development and tourism to bolster tax revenue that supports the general fund. It will also improve the streetscape at this highly visible location.

This project both creates and promotes the Snoqualmie brand identity supporting railway associated tourism initiatives and implementing another opportunity to expand recreational programs and activities for visitors and residents.

The project supports the Snoqualmie 2032 Comprehensive Plan Vision Plan of a *Healthy, Diverse Economy*; a *Distinctive Sense of Place*; and *Livable and Complete Community* by:

1) Promoting a diverse economic base that generates sufficient revenue to provide and maintain the facilities and services needed and expected by citizens.
2) Enhancing vibrant pedestrian-oriented retail districts with a recognized character distinctive to Snoqualmie rather than "anywhere USA."
3) Promoting well-maintained public and private properties and infrastructure conveying a unified sense of community pride.

4) Enhancing a robust and well-integrated system of parks, open spaces, trails, activity venues, and programs, along with land use and community design strategies that encourage residents to maintain active, healthy lifestyles, enjoy the outdoors, and serve as worthy stewards of our natural environment.

**WHY NOW, WHY SNOQUALMIE?**

PWR needs a permanent home. It had approached and considered other locations for its proposed museum, including neighboring North Bend and the City of Tacoma, but prefers Snoqualmie due to the beneficial location; team member ties to the City; and the significant, established tourism base revolving around the NW Railway Museum and Snoqualmie Falls.

This project, combined with upcoming improvements to the Centennial Trail, will provide improved connection between Snoqualmie Falls and downtown Snoqualmie, and offer a new tourist attraction along this route. Not only will the project support the City's economic development and tourism goals, but it will also provide an educational activity for Snoqualmie youth, while also creating a potential partnership opportunity with other Valley agencies.

## BENEFITS TO CITY AND RESIDENTS

- **Educational Model Railroad Exhibit:** PWR will provide the Northwest with its largest and best model railroad exhibit. The opportunity to be the best of its kind is rare to any community and a single, powerful ingredient for the success of the total attraction.
- **Interpretive Center of American History and Culture:** Importantly, PWR will interpret rail transportation history, technology, and culture, with public programs for visitors and students.
- **Educational Center:** The model railroad is a valuable technical and cultural resource, capable of inspiring and motivating students. Trained docents and staff will share information during tours, and informal programs will stress STEAM (Science, Technology, Engineering, Arts, Math) and support public education learning requirements.
- **Meeting and Business Venue:** The museum and its event and meeting facilities can be an adjunct to the convention and business activities of the Snoqualmie Corridor. Convention planners will find that PWR provides a valuable new venue for breakout meetings and social and cultural programs that can help attract business.
- **Regional Special Event Venue**: Cultural attractions have begun to establish their popularity as unique event locations, attracting various social, cultural, and entertainment events.
- **Community Meeting Place:** PWR will have a meeting room that groups can use, establishing the museum as a locus of community service. In addition, special arrangements for non-profit organizations, trade-out agreements with clubs, and nominal fees for space use will make PWR accessible for many good causes.

- **Entertainment and Shopping:** The entertainment of the miniature world is inviting. The specialty shop, decorated with a railroad and travel motif, will cater to a large segment of tourists. Day and night, inside and on the outdoor plaza, social and cultural events will add constant activity and color to the institution.
- **Destination Attraction:** With all the above elements working together, a synergism will create a powerful draw. This broad market service will establish PWR as a thriving destination attraction for the region, one that can bring new visitors to enhance the cultural community. PWR will enrich resident and visitor experiences in Snoqualmie.

## ALTERNATIVES SITE USES

There are limited uses allowed at this site that meet current zoning code. A viable, allowed-usage project for this City-owned property – one that also aligns with defined economic development and tourism goals of the Comprehensive Plan and City Council priorities - has not been presented to the City in nearly two decades. Given that the City has completed nearly all of its 20-year vision plans for the downtown core and enhanced downtown's connection to Snoqualmie Falls, this project is an optimal fit. Additionally, as the City does not have funding to develop this parcel and the project team will fund it, the project will not require additional taxpayer dollars - which means the return on investment is significant.

Snoqualmie Venturing Crew 115 uses this land parcel for free each winter as the site of its annual Christmas Tree lot. The City recognizes the community's connection to this holiday tradition and looks forward to exploring all alternative options that will continue to offer Christmas tree sales.

Along with hosting a Christmas Tree lot, the vacant parcel has also been used for PSE storage, as an overflow parking area, and as a staging area for construction projects and the Boeing Classic golf tournament. None of these uses are optimal, nor do they support the City's Comprehensive Plan or Council priorities.

Nearly 20 years ago, a park was proposed for this site that included a railroad spur, train display, visitor's center, and restroom. It was this project that resulted in paver bricks that currently cover a portion of the property. At that time a City consultant – Roger Brooks of Destination Development – who was helping create the long-term visioning plan for the downtown corridor to enhance tourism, advised that until the downtown revitalization work was complete, this type of park - in this location – was likely to serve as a place for visitors to stop and then head up Snoqualmie Parkway and leave, rather than draw them toward downtown. This is one of the reasons the project never made it to completion, along with a change in leadership at the Snoqualmie Valley Rotary.

## SNOQUALMIE TRIBE

The City met with the Snoqualmie Tribe "government to government" in March of 2023. While some members of the Snoqualmie Indian Tribe are not supportive of this project and wish for

the property to be developed into native grasslands, a request was made to set the museum back from the Snoqualmie River and Kimball Creek. The applicant has accommodated their set-back request and actively looks forward to future discussions with the Tribe as designs for the open space develop.

Additionally, the City will administer all applicable land development regulations and require careful adherence to archeological standards while taking into consideration Snoqualmie Tribe feedback and comments throughout the development process. None of the project will infringe on the Two Sisters Return area – located on the opposite side of the wide, 4-lane Snoqualmie Parkway – nor the site line of Snoqualmie Falls, which is not visible from this city-owned land parcel.

The City feels the model train museum and park at this location support the Comprehensive Plan vision, City Council priorities and goals, and will improve the vacant site, making it a welcoming and visually appealing gateway to Snoqualmie. It will invite visitors to explore our City, supporting City and Tribal services and programs through additional visitation, hotel stays and tourism tax revenue. The proposed project and its environmentally sensitive design will improve this land parcel, complementing the adjacent open space area while blending seamlessly into our downtown and connecting it to Snoqualmie's history.

# 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 | ☐ Discussion Only<br>☒ Action Needed: |
| **PROPOSED ACTION:** | Adopt Resolution No. 1662 Approving a Design-build Contract with Absher Construction, Inc., for the Community Center Expansion Project. | ☐ Motion<br>☐ Ordinance<br>☒ Resolution |

| | | | |
|---|---|---|---|
| **REVIEW:** | Department Director | Jeff Hamlin | 7/18/2023 |
| | Finance | Drew Bouta | 7/24/2023 |
| | Legal | David Linehan | 7/14/2023 |
| | City Administrator | Mike Chambless | 7/27/2023 |

| | | |
|---|---|---|
| **DEPARTMENT:** | Parks & Public Works | |
| **STAFF:** | Jeff Hamlin, Interim Parks & Public Works Director | |
| **COMMITTEE:** | Parks & Public Works | **COMMITTEE DATE:** August 8, 2023 |
| **EXHIBITS:** | 1. Resolution No. 1662 Phase 1 Design Services for the Community Center Expansion<br>2. PDB Contract – Community Center Expansion Project<br>3. Exhibit A – List of Reference Documents<br>4. Exhibit B – Owners Project Criteria – Request for Proposal<br>5. Exhibit C - Absher Scope and Fee Proposal for Design-build Services<br>6. Exhibit D – Construction General Conditions<br>7. YMCA Endorsement Letter<br>8. Public Body Design Build Project Approval Letter<br>9. CIP Excerpt: Community Center Expansion<br>10. Community Center Expansion Advisory Committee Report<br>11. Snoqualmie Valley School District Endorsement Letter | |

| | |
|---|---|
| **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 1662 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 pre-construction 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**

| | Life-of-Project Budget *(Multiple Bienniums)* | 2023-2024 Biennial 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. 1662 approving a Design-build Contract to Absher Construction, Inc., and authorize the Mayor to sign.

# RESOLUTION NO. 1662

**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 THE 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 (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 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

**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 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

Attest:

_____
Deana Dean, City Clerk

Approved as to form:

_____
David Linehan, Interim City Attorney

# ATTACHMENT 1

# City of Snoqualmie
# Community Center Expansion Project

# Progressive Design-Build Contract

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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 Snoqualmie Community Center Expansion Project**
**35018 SE Ridge Street**
**Snoqualmie, WA 98065**

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

# 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:

i. 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

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 July 30, 2025 or (575) 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-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 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:

**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:

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.

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# 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).

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**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.

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: _____ |

DRAFT

# CITY OF SNOQUALMIE
# CONTRACT ROUTING SHEET

## ORIGINATING DEPARTMENT INFO

Contract Name: Phase 1 – Community Center Expansion project

Department: Parks & Public Works

Staff Person: Jeff Hamlin

Date of Request: 7/20/23 Date Due: 7/26/23

**Contract No: 23-070**

## DOCUMENT TYPE

Public Works Contract If other:

## CONTRACTOR / VENDOR / CONSULTANT INFO

Name: Absher Construction, Inc.

Address: 1001 Shaw Road, Puyallup, WA 98372

Phone: 253.845.9544

## PROJECT TITLE (if relevant)

Project Phase: Choose an item.

Type of Person or Entity Corporation: State where entity formed: WA Debarred or Suspended: ☐ Yes ☒ No

Signature name: Curt Gimmestad Title: Vice President Contractor Email: curt.gimmestad@absherco.com

Tax ID#: 91-0688333 Snoqualmie Business Lic. #: #110262 If none, date when application submitted:

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 work, including completion date for each phase of work and location of work as EXHIBIT A to the contract. Additional exhibits may apply and should be included as needed.

## 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: ☐ Yes ☐ No If yes, maximum dollar amount: $

Certificate of Insurance Required: ☒ Yes ☐ No (If yes, certificate must be attached before agreement is signed)

## PURCHASING & CONTRACTING REQUIREMENTS (see Snoqualmie Municipal Code (SMC) §2.90 Contracts)

Procurement Category: Public Works Contract

Selection Process/Procedure Used: Request for Proposals (RFP)

Approval Authority (Two approvers required): ☐ Staff ☐ Manager ☐ Director ☐ Mayor or City Admin. ☒ City Council

## CONTRACT ROUTING & APPROVALS (INITIALED & DATED BY APPROVER)

Date Approved by City Council, if required:

1. ☒ Director Name: Jeff Hamlin
2. ☒ Finance (Drew Bouta, Janna Walker)
3. ☒ City Attorney: David Linehan

## ACCOUNTING INFORMATION / OTHER NOTES

Applicable Account Codes & Descriptions:

## SIGNATURES COLLECTED

# CITY OF SNOQUALMIE
# CONTRACT ROUTING SHEET

- ☐ Manager (if required):
- ☐ Director (if required):
- ☒ Mayor or City Administrator (if required):

- ☐ Signed Copy Back to Originating Department
- ☐ Forward Original to Deana Dean, City Clerk
- ☐ Forward Original to Reina McCauley, Deputy City Clerk

# 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
    - 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;
    - Formal constructability review;
    - Negotiating/Agreement for final design and construction;
    - Completion of permit documents for early construction package(s) (if applicable);
    - Permit review for early construction package(s) (if applicable);
    - Ordering, manufacturing and delivery of materials for early construction package(s);
    - 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;
    - 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 summary 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)

Design-Builders Fee: 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 as a separate hardcopy and separate electronic pdf file, 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". Do not include a copy of the Price Factor Proposal Form in the Design Builder's compiled Final Proposal (hardcopy or pdf).** (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:<br>☐ 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 under the laws of the State of Washington that the foregoing is true and correct": | |
|---|---|
| Signature: | Date: |
| Print Name and Title | Location or Place Executed: (City, State) |

NOTE: If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.

_____

_____

_____

**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

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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.

# 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:

i. 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.

**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

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 _____ (_____) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

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

**7.1 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 _____ Dollars ($_____). 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

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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:

**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

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:

_____.

**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.

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# 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 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).

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**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.

Owner:

_____

Design-Builder:

_____

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: _____ |

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# 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.

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**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 ~~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

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.**

**2.4.1** 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:

a) 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:

i. 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

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.

**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.

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# 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.

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**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



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**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.

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**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 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 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:

.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.

**10.2 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 i**f 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

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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.

**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 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:

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**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.

DRAFT

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
  - Task 1 - Programming/Concept Phase = $221,384
  - Task 2 – Schematic Design = $592,264
  - 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 ARCHITECTS

Exhibit C - Scope of Services

updated: 7/7/2023

# Snoqualmie Community Center Expansion Project

## Preconstruction Services Summary

**Estimated MACC/GMP/LS:** $24,900,000
**Bid Date:** 6-Jun-23
**Pre-Con Notice to Proceed:** 5-May-23
**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:** TBD

**PRECONSTRUCTION SERVICS FEE** (Washington State Sales Tax not included) $ 1,734,558

(Phase 1 Services)

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

| | *Phase 1 - Preconstruction & Design Services* | | | | | | *Phase 2 - Construction* | | |
|---|---|---|---|---|---|---|---|---|---|
| | *6/1/23 - 7/28/23* | | *7/31/23 - 9/29/23* | | *10/2/23 - 12/15/23* | | *12/18/23 - 8/30/24* | | |
| Position | HRS | Task 1 - Programming / Concept Phase | HRS | Task 2 - Schematic Design Phase | HRS | 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** |
| **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**

# 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 1 - Programming / Concept Phase** | | **Cont. Ref.** | **Approximate Duration = (2 Months / 352 FTE WH)** | | | | | | | | | | | | | |
| Task 1.1 | Prepare Preconstruction Work Plan | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 1.2 | Project Kickoff Meeting | GC's 2.1.4 | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 1.4 | Owner/Design Team Meetings | | 4 | 20 | 20 | | 20 | | | | | | 8 | | | 72.00 |
| Task 1.6 | 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 | | | | 2 | | | | | | 2 | | | | | 4.00 |
| Task 1.14 | Prepare Cost Estimate | RFP 3.4 | 2 | 2 | 2 | | | | | | | | 40 | 64 | | 110.00 |
| Task 1.15 | 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 1.19 | Life Cycle Cost-benefit Analysis | | 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 | | | | | | | | 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 |
| Task 1.29 | Schematic Design Support | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 1.30 | 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 | Review XX% Drawings & Specifications | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 1.33 | Constructability Review | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 1.34 | Site Logistics Study | | | | 2 | | 4 | | | | | | | | | 6.00 |
| Task 1.35 | Risk Management Planning | | 2 | 2 | 2 | | | | | | | | | | | 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 | $ 171.93 | $ 149.11 | $ 162.17 | $ 115.58 | $ 139.03 | $ 142.28 | $ 111.67 | $ 118.81 | $ 120.13 | $ 154.65 | $ 133.19 | $ 114.28 | $ 147.30 |
| | | Total $ per FTE | $ 1,701 | $ 5,502 | $ 6,859 | $ 3,243 | $ 3,236 | $ 2,224 | $ - | $ - | $ 238 | $ - | $ 8,661 | $ 9,057 | $ 229 | $ 40,950 |
| **Task 2 - Schematic Design Phase** | | **Precon Agmt. Ref.** | **Approximate Duration = (2 Months / 336 FTE WH)** | | | | | | | | | | | | | |
| Task 2.2 | Owner/Design Team Meetings | | 4 | 20 | 12 | | 20 | | | | | | | | | 56.00 |
| Task 2.4 | Site Visit(s) | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.5 | Community Outreach and Engagement | | | 2 | 2 | | 2 | | | | 4 | | | | | 10.00 |
| Task 2.6 | Equity Inclusion Planning | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.7 | Equity Reporting | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.19 | Periodic Estimate Updates | RFP 3.4 | | | | | | | | | | | | 40 | | 40.00 |
| Task 2.20 | Prepare Cost Estimate | RFP 3.4 | | 4 | 4 | 4 | | | | | | | 40 | 240 | | 292.00 |
| Task 2.21 | Prepare Estimate Variance Report | RFP 3.4 | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.22 | Budget Control Log | RFP 3.4 | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.23 | Target Design Specific Estimate | RFP 3.4 | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.24 | 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 2.25 | 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 2.26 | Prepare Work Breakdown Structure | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.27 | Life Cycle Cost-benefit Analysis | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.30 | Project Schedule | | | | 2 | 8 | | 16 | | | | | | | | 26.00 |
| Task 2.31 | Project Phasing Plan | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.32 | Design Team / Project Team Procurement | GC's 2.2.1 | 4 | 8 | 4 | | | | | | | | 4 | | | 20.00 |
| Task 2.33 | Programming Design Support | RFP 3.4 | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.34 | Schematic Design Support | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.35 | Design Development Support | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.39 | Constructability Review | | | 8 | 16 | 16 | 16 | | | | | | | | | 56.00 |
| Task 2.40 | Site Logistics Study | | | | 2 | 4 | 4 | | | | | | | | | 10.00 |
| Task 2.41 | Subcontract / Bid Packaging Planning | | | | 4 | 2 | 4 | | | | | | | | | 10.00 |
| Task 2.42 | Procurement Schedule | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 2.43 | Design-Build Trade Partner Engagement | | | 4 | 4 | | | | | | | | | | | 8.00 |
| Task 2.46 | Building Information Modeling Integration Plan | | | | | | | | 4 | 4 | | | | | | 8.00 |
| Task 2.47 | Virtual Design & Construction Support | | | | | | | | 16 | 24 | | | | | | 40.00 |

# 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 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 | $ 171.93 | $ 149.11 | $ 162.17 | $ 115.58 | $ 139.03 | $ 142.28 | $ 111.67 | $ 118.81 | $ 120.13 | $ 154.65 | $ 133.19 | $ 114.28 | $ 140.25 |
| | | Total $ per FTE | $ 1,701 | $ 8,596 | $ 8,649 | $ 6,487 | $ 5,317 | $ 2,224 | $ 2,846 | $ 3,127 | $ 475 | $ 961 | $ 6,805 | $ 37,293 | $ 229 | $ 84,709 |
| **Task 3 - Design Development Phase** | | **Precon Agmt. Ref.** | **Approximate Duration = (2.5 Months / 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 | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 3.29 | Design Team / Project Team Procurement | GC's 2.2.1 | 2 | 16 | 8 | | 16 | | | | | | | | | 42.00 |
| Task 3.32 | Design Development Support | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 3.35 | Life Cycle Cost-benefit Analysis | | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0.00 |
| Task 3.38 | Project Schedule | | | | 4 | 16 | | 16 | | | | | | | | 36.00 |
| Task 3.39 | Project Phasing Plan | | | | 2 | 2 | | | | | | | | | | 4.00 |
| Task 3.42 | Constructability Review | | | 8 | 16 | 16 | 16 | | | | | | | | | 56.00 |
| Task 3.43 | Site Logistics Study | | | | 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 | $ 111.67 | $ 118.81 | $ 120.13 | $ 154.65 | $ 133.19 | $ 114.28 | $ 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 - Permitting, CD's & Construction | | Precon Agmt. Ref. | Approximate Duration = (8.5 Months / 1172 FTE WH) | | | | | | | | | | | | | |
| | | Total Hours | 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/0! |
| | | Total $ per FTE | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

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.

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.

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.

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.

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.

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

ABSHER

6/12/2023
Project Bill Rates

| Snoqualmie Community Center Expansion Project | | |
|---|---|---|
| Name | Position | Bill Rate |
| 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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Ste. 400
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99201
P 509.838.8568

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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
    f) 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.

Phase 2: Construction Documents, Bidding, Construction Administration, Project Closeout

1. 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 discussions. Blaine Wolfe, Absher Construction.

**Proposed Schedule**

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.

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.

**Fees and Expenses**

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

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.

ACC to provide the following scopes of work:

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

- Surveying
- Geotechnical Engineering (Investigation, report, construction observation)
- 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

By Absher, please see detailed back up to fee summary for inclusion. Blaine Wolfe, Absher Construction.

- 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.

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.**

| | MACC | OFM Sched B% | Remodel % | Subtotal Full Project | Phase 1 Pre-Design | Phase 1 Schematic Design | Phase 1 Design Dev. | Phase 1 Total | Phase 2 Const. Documents | Phase 2 Bidding | Phase 2 Const. Admin | Phase 2 Project Closeout | Phase 2 Total | Notes: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Basic Services Fee:** | $ 22,200,000 | 0.0713 | 0.01 | **$ 1,804,860** | | | | | | | | | | per OFM Guidelines |
| ALSC | | | | | | $ 232,000 | $ 294,100 | $ 526,100 | $ 318,000 | $ 24,500 | $ 345,600 | $ 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 | $ 85,000 | Includes Fire Protection |
| **Sub-Total - Basic Service Fee** | | | | | | $ 324,000 | $ 502,100 | **$ 826,100** | $ 506,400 | $ 30,500 | $ 409,600 | $ 31,400 | **$ 977,900** | |
| **Additional Services:** | | | | | | | | | | | | | | As identified in OFM Guidelines; incl 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 |
| Kitchen Consultant | | | | | | | | | | | | | | not included |
| Landscape Design | | | | | | $ 7,500 | $ 12,000 | $ 19,500 | $ 15,000 | $ 500 | $ 3,000 | $ 500 | $ 19,000 | |
| Door Hardware | | | | | | | | | $ 8,800 | | | | $ 8,800 | |
| Hazadardous Material Abatement | | | | | | | | | | | | | | not included |
| 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** | | | | | $ 102,000 | $ 92,000 | $ 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** | | | | | | | | | | | | | **$ 2,595,250** | |

Please see Absher fee cover sheet that includes a $10,000 allowance for Kitchen Consultant.

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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

DRAFT

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DRAFT

# 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.

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**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

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.**

**2.4.1** 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:

a) 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:

i. 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

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. 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.

**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

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.

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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.

**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.

**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 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.

**10.2 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 i**f 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

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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.

**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

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.

DRAFT

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

**STATE OF WASHINGTON**
**Capital Projects Advisory Review Board**
**Project Review Committee**

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 |
| **Project Location:** | 35018 SE Ridge Street | **Years Project in CIP:** | 1 |
| **Project Contact:** | Mike Chambless | **Contact Email:** | mchambless@snoqualmiewa.gov |

## 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.

## Photo or Map:




## Community Impact:

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.

## 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

## Anticipated Funding Mix:

| *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 Sources | $ 13,139,650 | $ - | $ - | $ - | $ 13,139,650 | $ - | $ - | $ - |
| | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| TOTAL | $ 28,338,000 | $ - | $ - | $ 15,198,350 | $ 13,139,650 | $ - | $ - | $ - |

**TOTAL FUNDING SOURCES:** $28,338,000

**FUTURE FUNDING REQUIREMENTS:** $0

## Fiscal Notes:

Creative Strategy Solutions

# Summary Report on the Community Center Advisory Committee Sessions March 29th & April 5th, 2023

To

City of Snoqualmie

May 5th, 2023

**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

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

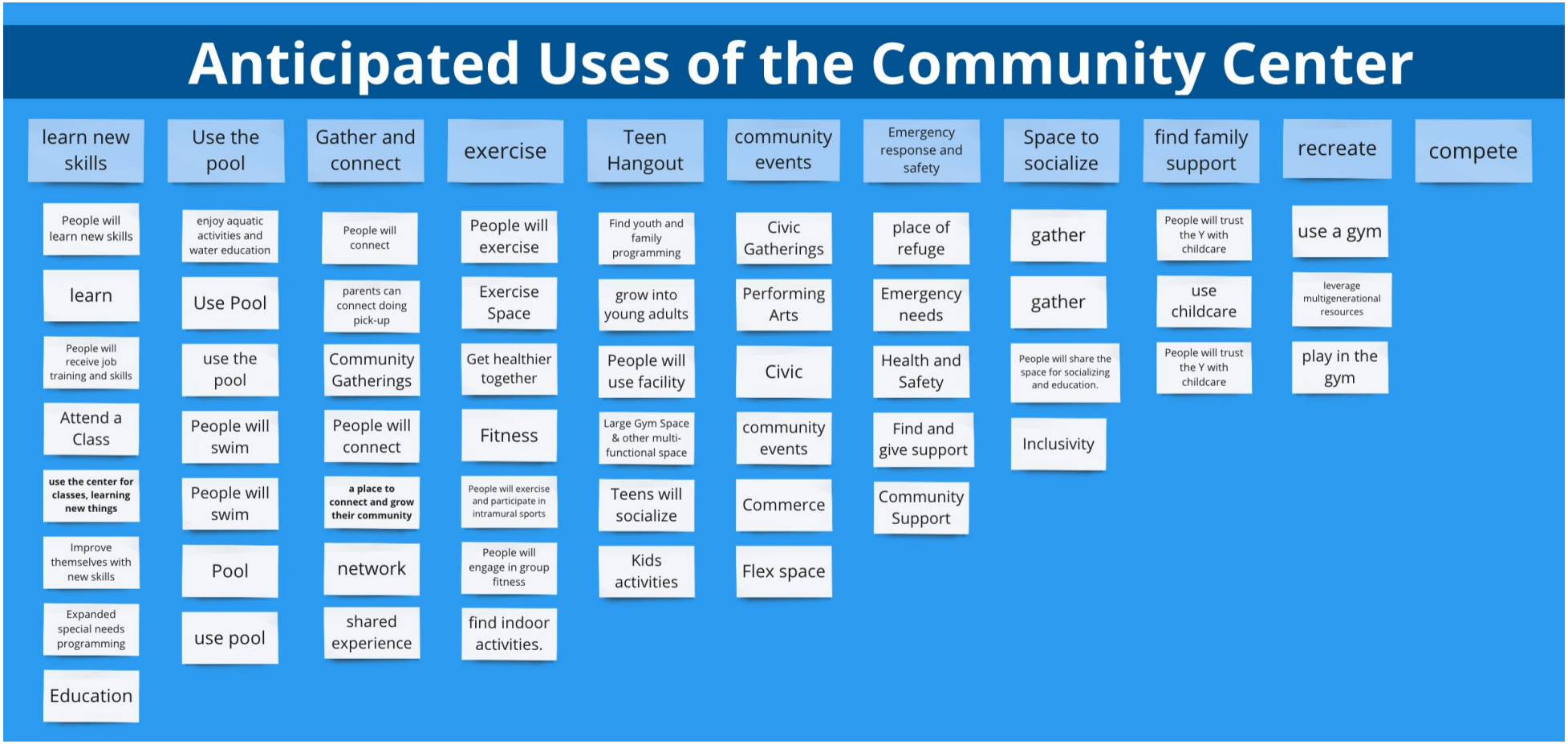
**Community Benefit & Underlying Values**
When asked to identify which of the anticipated uses would benefit the community most, the group overwhelmingly identified Use the Pool (10 dots) with Gather & Connect plus Teen Hangout jointly attracting four, followed by three dots for Emergency Response &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

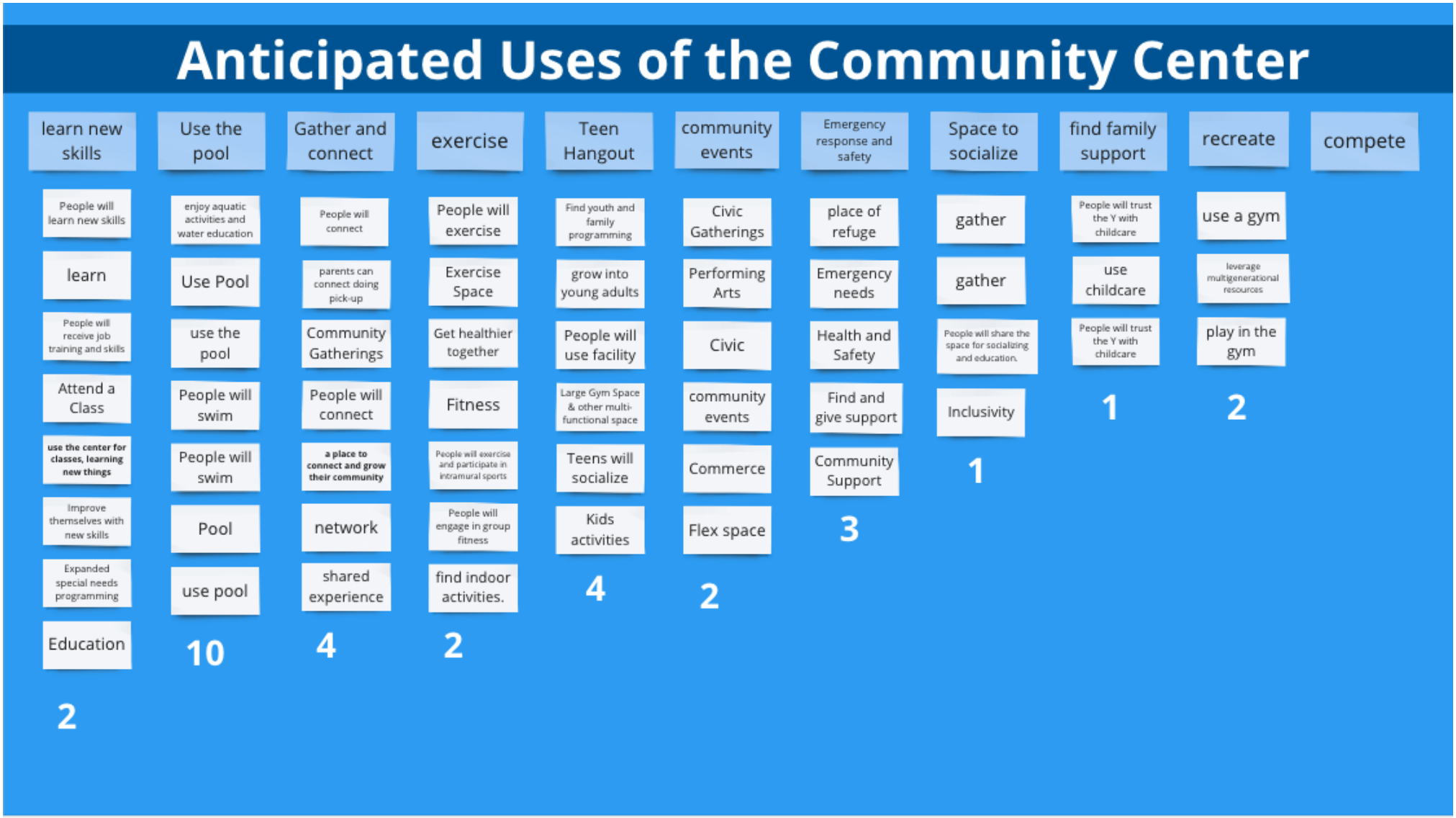
As a closing exercise, the group individually articulated the values behind these choices and maximizing community benefit/providing for unmet needs, service to the community/connecting community/creating a community hub, accessibility for all and serving all ages and needs being the main underlying 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 multigenerational 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
People will learn new skills
learn
People will receive job training and skills
Attend a Class
use the center for classes, learning new things
Improve themselves with new skills
Expanded special needs programming
Education
Use the pool
enjoy aquatic activities and water education
Use Pool
use the pool
People will swim
People will swim
Pool
use pool
Gather and connect
People will connect
parents can connect doing pick-up
Community Gatherings
People will connect
a place to connect and grow their community
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Exercise Space
Get healthier together
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Teen Hangout
Find youth and family programming
grow into young adults
People will use facility
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Community Support
Space to socialize
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People will share the space for socializing and education.
Inclusivity
find family support
People will trust the Y with childcare
use childcare
People will trust the Y with childcare
recreate
use a gym
leverage multigenerational resources
play in the gym
compete




add appendix of participants?

Snoqualmie Valley
School District

8001 Silva Avenue S.E., P.O. Box 400, Snoqualmie, WA 98065
Phone (425) 831-8000 ♦ Fax (425) 831-8040 ♦ www.svsd410.org

Re: Snoqualmie Community Center Expansion Project Support Letter

To Whom it May Concern,

The Snoqualmie Valley School District (SVSD) is one of the largest school districts in Washington state, covering more than 400 square miles and serving the communities of Snoqualmie, North Bend, Fall City, and surrounding areas of unincorporated King County. SVSD schools serve approximately 7,200 students from preschool through 12th grade and students with exceptionalities through age 21. The district's mission is to prepare all Snoqualmie Valley students for college, career, and citizenship. To accomplish this, our 11 schools provide a rigorous academic curriculum, career education options, a broad range of extracurricular experiences, extensive technology resources, and student support services in a positive and safe environment.

In addition to these resources, SVSD values extracurricular opportunities for students, and many students and their families are users of the Snoqualmie Community Center. Unfortunately, as the population of the Snoqualmie Valley continues to grow, access to recreational programs remains stagnant. In particular, aquatic programs are few and far between in the community, with only one pool available to families in the entire Snoqualmie Valley. SVSD supports the City and YMCA in bringing a public pool and aquatic center to the Snoqualmie Community Center to meet the high demand of this growing community. Swimming and other aquatic sports provide positive health, social, and recreational benefits not currently available to residents of the Snoqualmie Valley. We encourage you to join the City and YMCA in bringing a pool to the Snoqualmie Community Center.

Sincerely,

Dan Schlotfeldt
Superintendent

# BUSINESS OF THE CITY COUNCIL
# CITY OF SNOQUALMIE

**AB23-099**
**August 14, 2023**
**Committee Report**

## AGENDA BILL INFORMATION

| | | |
|---|---|---|
| **TITLE:** | **AB23-099**: License Agreement with The Line Experience, Inc. | ☐ Discussion Only<br>☒ Action Needed: |
| **PROPOSED ACTION:** | Move to approve the license agreement with The Line Experience, Inc. | ☒ Motion<br>☐ Ordinance<br>☐ Resolution |

| | | | |
|---|---|---|---|
| **REVIEW:** | Department Director | Mike Chambless | 8/2/2023 |
| | Finance | Drew Bouta | Click or tap to enter a date. |
| | Legal | David Linehan | 7/31/2023 |
| | City Administrator | Mike Chambless | Click or tap to enter a date. |

| | | |
|---|---|---|
| **DEPARTMENT:** | Parks & Public Works | |
| **STAFF:** | Nicole Wiebe, Community Liaison | |
| **COMMITTEE:** | Parks & Public Works | **COMMITTEE DATE:** August 8, 2023 |
| **EXHIBITS:** | 1. License Agreement - The Line Experience, Inc. | |

| | |
|---|---|
| **AMOUNT OF EXPENDITURE** | $ n/a |
| **AMOUNT BUDGETED** | $ n/a |
| **APPROPRIATION REQUESTED** | $ 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.


**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:

DRAFT

**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.

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 x (1 + CPI-U for Year 3).

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

DRAFT

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.**
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.

AGREED TO AND ACKNOWLEDGED BY:

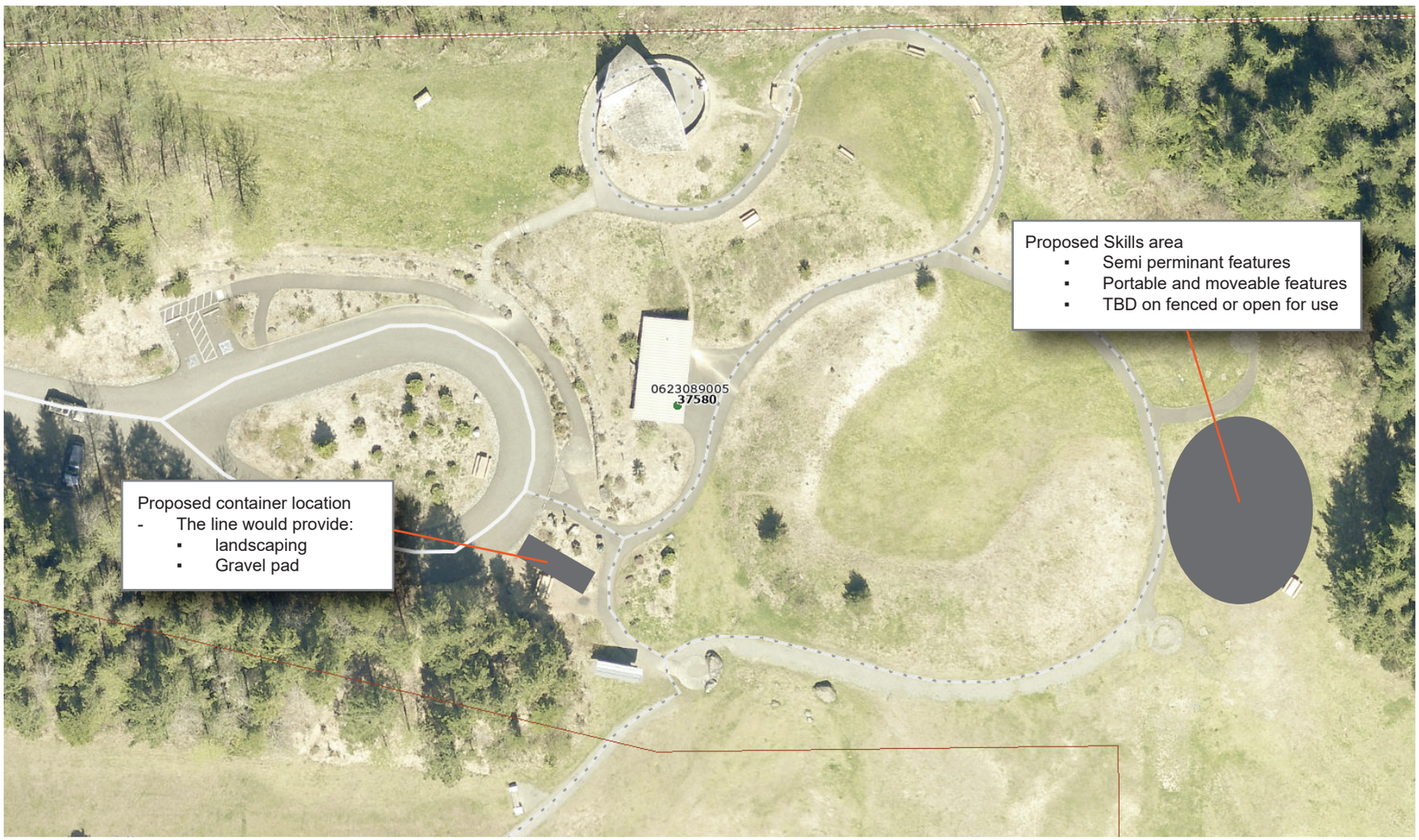
| CITY OF SNOQUALMIE: | USER: THE LINE EXPERIENCE, INC. |
|---|---|
| By:_____ | By:_____ |
| Title: Mayor | Title:_____ |
| Date:_____ | Date:_____ |

Approved as to form:

_____
David Linehan, Interim City Attorney

DRAFT

Exhibit A


Proposed container location
- The line would provide:
▪ landscaping
▪ Gravel pad
Proposed Skills area
▪ Semi perminant features
▪ Portable and moveable features
▪ TBD on fenced or open for use
0623089005
37580



# Department Reports
# July 2023

# Communications Division

**Danna McCall, Communications Coordinator**
38624 SE River Street, Snoqualmie, Washington 98065
(425) 996-5285 | www.snoqualmiewa.gov

## Social Media

- Facebook reach: 47K; 6010 followers (hit 6k milestone); although reach not in 100k+ range, still significantly above annual monthly average of 28k.
- Twitter – 3666 followers (1 new); 6.5k impressions.
- Instagram – 9.8K reach; 2684 followers (58 new).
- Top Posts: SR 18 closure due to accident, new police officers swearing in, Thomas the Train.
- Focus remained traffic and project updates given major transportation projects occurring.




## Website

- Website users:18k; website sessions: 23k; pageviews: 41.9k.
- Top website sections: News Flash; Facilities; Calendar.
- News release section of website now top destination for users; Movies & Music in the Park was #9; Visit Snoqualmie #11
- Police and Fire Blotters remain top website section.




## Engagement, Initiatives & Support

- Mayor: 4th of July parade, ribbon cuttings, WSTC presentation.
- Big Truck Day video.
- Parks & Public Works: Snoqualmie Pkwy Rehab Project, Overlay Project.
- Fire/OEM: Opioid Education class, fireworks safety, social media engagement, ongoing FD blotter.
- Police: Nat'l Night Out marketing, new recruitment video, ongoing PD blotter.
- Music & Movie in Park marketing.
- Cool Down with Council.
- Contract executed for Community Survey with Polco.
- Ship, Shop, Support marketing campaign to increase City sales tax revenue.




## E-News

- 735 subscribers
- 53% open rate; 8.75% click through rate.
- Peer comparison: 40% open rate; 6.5% click through rate.

# Community Development Department

**Emily Arteche, Director**
38624 SE River St. | P.O. Box 987
Snoqualmie, Washington 98065
(425) 888-5337 | earteche@snoqualmiewa.gov

## July 2023

**Building Permit Activity**

Permit applications to the Community Development Department remain relatively low. Inspections are picking up as a number of homes are under construction in the recently-approved Snoqualmie Ridge II Plat 29/Cascade Pointe.

| **Building** | July 2023 | YTD |
|---|---|---|
| Permit Applications | 47 | 317 |
| Permits Issued | 46 | 311 |
| Total Inspections | 79 | 535 |

| **Planning** | July, 2023 | YTD |
|---|---|---|
| Business Licenses | 6 | 32 |
| Pre Applications | 1 | 4 |
| Planning Application | | |
| Sign Permits | 0 | 2 |

**Boards and Commissions:**

- Planning Commission July 17 – discussed the recent state law requiring cities and counties to remove barriers to the construction of accessory dwelling units. Matt Covert from LDC, presented draft policies of the land use element of the Comprehensive Plan.
- The Economic Development Commission July 19 – completed the Comprehensive Plan Economic Development Element discussion and work on policy review and updates.
- The Arts Commission held two events: Chalk the Block on July 4 as part of the morning festivities. The Plein Air Paint Out was held on July 22, “Majestic Meadowbrook” was the location and theme.

**Land Use Planning Projects:**

NWRM: The City staff are reviewing a clearing and grading permit. The applicant would like to clear the property to expand the exisitng muesum including a roundhouse.

Timber Trails (Plat 30): A hearing was held in July 2023 before the city Hearing Examiner on the proposed preliminary plat to subdivide a parcel into 46 single-family residentaial (duplexes and townhomes) lots.

Model Train Museum/Park: The City Council met with represenatatives of model train on to determine next steps for moving the project forward. In Decemer 2022 the Council authorized the Mayor to approval a Memorandum of Understanding, to develop a park/museum on City property which will showcase a model train. The proposed project includes a 20,000 square foot building, outdoor parking, community event space, a gift shop and other interactive features as well as an outdoor recreational park with picnic benches and other improvements.

The Rails: City Staff are reviewing a building permit from Tracy Hovinga for the vacant parcel, 784920-1430. The proposed project would construct a 3-story mixed use building including 11 apartments, approximately 2,000 square feet of retail/office space, and associated parking and other site improvements.

Snoqualmie Ridge Self-Storage: City Staff are reviewing a building permit for the expansion of Snoqualmie Ridge Self-Storage. The applicant proposes to expand the existing self-storage facility by constructing a new 3-story building with approximately 29,000 square feet of floor space to replace the existing RV storage area in the northwest corner of the property.

Crabb Commerical: City Staff are reviewing a building permit for a new commerical building on Railroad Avenue. The proposed development is a 2 story building , 2632 square feet.

Wireless Permit: City Staff are reviewing a Conditional Use Permit for a wireless communication facility on the top of an existing building located on Center Blvd. SE.

Comprehensive Plan Outreach: Over 350 total public comments have been recieved from open houses, business roundtables, surveys, the Ridge Business Owners and the Snoqualmie Tribe.

**Events, Engagement, Marketing and Tourism:**

- Movies and Music in the Park kicked off July 13 with a concert at Community Park. The second concert was July 27, both were well-attended, and the summer night weather was perfect. Movies were held at Jeanne Hansen Park, a new site, an opportunity to activate another Snoqualmie community park. Both movies were well-attended, and the weather was perfect (no rain outs!).

- July 31st was the first day of a four-day pop-up blood drive held at City Hall. Donations are low in the summer season, the steadfast Snoqualmie community steps up!

# Finance & Human Resources Department

**Jennifer Ferguson, Director**
38624 SE River St. | PO Box 987
Snoqualmie, Washington 98065
(425) 888-1555 | jferguson@snoqualmiewa.gov

## July 2023

**FINANCE**

**Enterprise Resource Planning System (ERP) Project – Tyler/Munis**
The finance team has prioritized the go-live for the Munis finance modules, including Tyler payments for merchant service transactions and cashiering. All departments who accept city payments will begin using the new application in August. Staff have been training and finalizing set up the modules that will be put in service August 1. Staff brought in additional staffing resources to assist with the herculean efforts. The payroll and human resources implementation team continued to work on payroll and human resource modules setup. Payroll cycles will change from monthly to semi-monthly as part of the overall payroll implementation.

**Purchasing Card Program**
The finance team has started the process for implementing the purchasing card program, as per financial management policy. This commercial card program will replace the existing credit card program and provide for more internal controls and payment processing oversights in conjunction with better flexibility for purchasing throughout each department.

**LEAN Process Improvements**
Members of the finance team participated in a LEAN process improvement initiative to seek out ways to make our business licensing and B&O Tax management programs efficient. Thank you to Sam Brumfield, Project Specialist; Tami Wood, Revenue Manager; Heather Florida, Account Clerk; and Debbie Kinsman, Office Assistant for working with the Washington SAO Center for Performance Innovations on learning LEAN mindsets and principals!

**Monthly Finance Metrics – Payments, Receipts & Licenses**
Due to the ERP go-live, metrics will be provided in August

**HUMAN RESOURCES**

**Recruitment**
The City continues to recruit for several critical positions across multiple departments, including but not limited to, the City Administrator, Fire Chief, Police Chief, police officers, and a number of key utility positions. Currently, 17 full-time equivalent employee (FTE) positions are vacant at the City equal to nearly 15% of total authorized positions. The City has recruited and hired 22 people since the start of the year.

**Class & Compensation Study/Union Negotiations**
Staff and Council continue to work on a compensation philosophy and implementation plan for non-represented employees. All Job descriptions are being collected and prepared for final reviews and updating. In addition, the Administration continues to make progress with Teamsters in reaching an agreement and has held initial conversations with the Snoqualmie Police Association (SPA).

# Fire Department

**Mike Bailey, Interim Fire Chief**
37600 SE Snoqualmie Pkwy | PO Box 987
Snoqualmie, Washington 98065
mbailey@snoqualmiewa.gov
(425) 888-1551

## July 2023

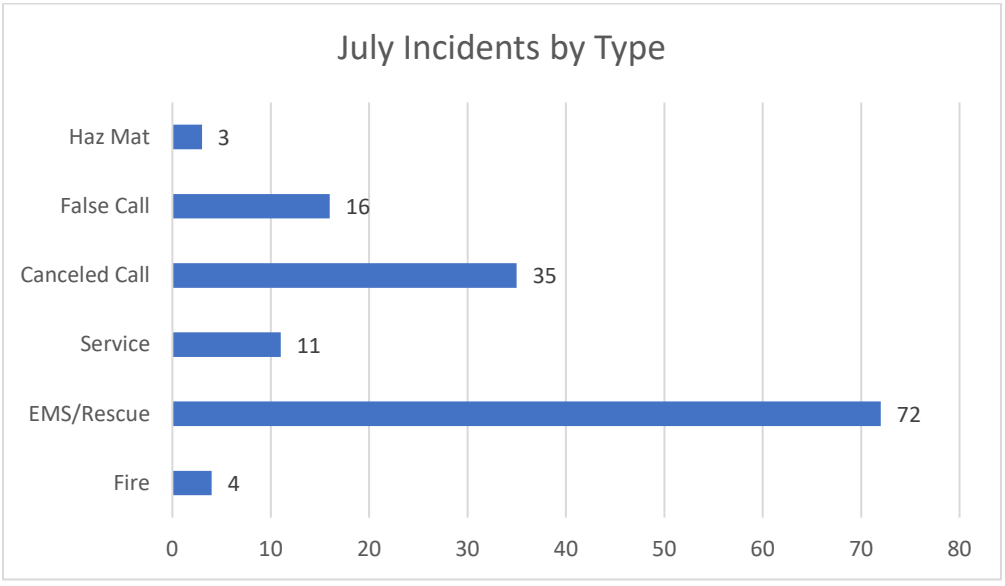
### Incident Count July

The Fire Department responded to 141 incidents in July. 50% of the incidents were emergency medical services and 50% were fire related incidents. The following chart displays incident count per day.




### Incident Count by Type:

The following is a count breakdown of incidents by general type.



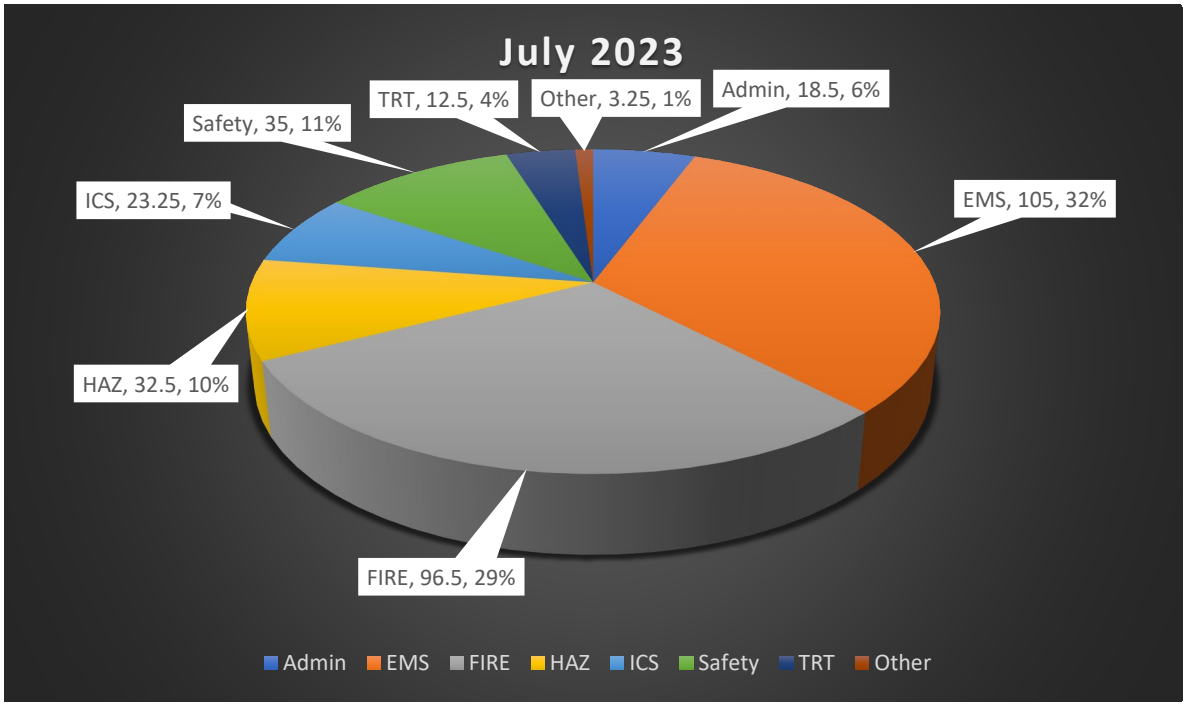
**EMS Transports**

The Fire Department responded to 72 EMS incidents in July and transported 24 patients to local hospitals. Patients were transported to Swedish Issaquah 33% of the time and Snoqualmie Valley Hospital 46% of the time.

| Week Ending | 7/2/23 | 7/9/23 | 7/16/23 | 7/23/23 | 7/30/23 | 8/6/23 |
|---|---|---|---|---|---|---|
| Overlake Hospital | - | 2 | 1 | 1 | 1 | - |
| Snoqualmie Valley | 1 | 2 | 5 | - | 2 | 1 |
| Swedish / Issaquah | - | 3 | 2 | 1 | 2 | - |
| Total | 1 | 7 | 8 | 2 | 5 | 1 |

**Training**

Firefighters trained over 326.5 hours in July. The training covered all different categories with the majority being fire (39%). The following chart compares the training hours by type:




*(Admin=Administrative; Haz=Hazmat; ICS=incident command systems; TRT=Technical Rescue Training)*

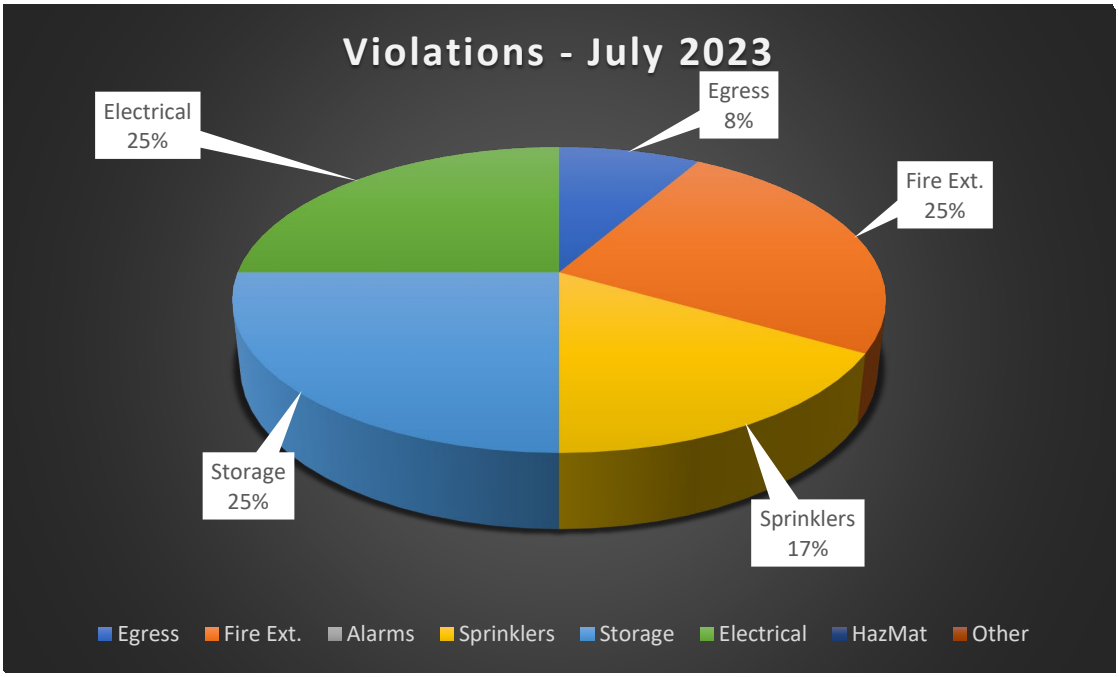
Training – Highlights/Major Topics:

- Live-Fire Training.
- Mobile Integrated Health training with Redmond Medic One
- Incident Command Training: Commercial Occupancies
- Solar Panel and Electric Vehicle Training.

**Community Risk Reduction**

*Inspections*

Fire crews performed 17 fire and life safety occupancy inspections in July and found 12 violations. Additionally, the department continued daily inspections of fireworks stands through the 4th of July. The following chart describes the violations found:




*Public Education*

July was a slightly busy month for public education and outreach with the following activities:

- First Aid, CPR/AED Training – 8 students, 2 hours.
- Stop the Bleed training – 16 students, 2 hours.
- Overdose/Opioid Training – 10 students, 2 hours
- 4th of July Parade and Celebration – 7 hours

# Parks & Public Works Department

Staffing Levels
Water – 2 Vacancies
Wastewater – 2 Vacancies
Stormwater - 0 Vacancies
Parks – 1 Vacancy

**Michael Chambless, Director**
38194 SE Mill Pond Road | P.O. Box 987
Snoqualmie, Washington 98065
(425) 831-4919 | mchambless@snoqualmiewa.gov

July Summary Parks & Public Works

July started off with a bang, literally and figuratively. The Red, White, and Boom event was well attended and staffed by our Parks professionals. I have only heard compliments from the ROA staff about how well the team performed. The parks crews are continuing to operate with vacancies requiring additional overtime shifts to cover. It is hoped that we will be able to get back to full strength soon. The Water Division continues to operate well and continue to meet the City's water needs. The William's addition project is wrapping up which should resolve some long-term maintenance issues and improve fire flow in the area. We did have a minor maintenance issue at a pumping station when a small pipe blew. The team responded and quickly resolved the issue. There was no loss of service. The Sanitation Division is preparing for the onsite kickoff for the expansion project. They continue to operate without issue. The Stormwater and Urban Forestry Division is kicking off their tree replacement project on Autumn next month and have held some community meetings preparing the residents for what to expect. Additionally, they have cleaned out 5 ponds at last count and are continuing to complete trail maintenance. The Fleet Division is continuing to work through the annual vehicle replacements. Our Engineering Division continues to operate at high speed. The biggest project to kick off is the Parkway and Annual Paving Projects. Mill Pond and Stone Quarry roads are complete. The Milling has begun on the parkway. The County is sprucing up our crosswalks with new paint. The City Hall Stair project is getting back on track with the change order being executed for the new stair pans. The Fire Station boiler project has also begun.

## Department of Corrections Crew Work for July 2023

* Note: DOC had 10 workdays this month*

**Work completed at various sites:**

1) ***Storm pond vegetation maintenance:***
    a. No vegetation maintenance this month.
2) ***Storm pond fence repair: 4 ponds completed this month.***
    a. Split-rail fence repair at Merritt Pond, completed 595 feet of fence to include:
        i. Replaced 2 posts and 4 sections of rail, chain link stapled to rails.
    b. Split-rail fence repair at Jacobia E2 Pond, completed 983 feet of fence to include:
        i. Replaced 10 post and 7 sections of rail, chain link stapled to rails.
    c. Split-rail fence repair at Frontier 2, completed 868 feet of fence to include:
        i. Replaced 3 sections of rail, chain link stapled to rails.
    d. Split-rail fence repair at Frontier 3, completed 979 feet of fence to include:
        i. Replaced 1 section of rail, chain link stapled to rails.
    e. Split-rail fence repair at Gravenstein Pond, completed 60 feet of 824 feet of fence to include:
        i. Replaced 5 posts and 6 sections of rail, chain-link stapled to rails.
3) ***Trail maintenance:***
    a. 7.51 miles of trail maintained for clearance, downed trees and encroaching invasives, including both sides of Snoqualmie Parkway and Silent Creek Trail.
4) ***Forest restoration:***

a. Moved 9 yards of mulch to strategic staging points along Jeanne Hansen trail for Green Snoqualm Event the next day (Saturday).
    i. This allowed 11 volunteers to mulch 155 trees (100 of those planted by volunteers this past spring) during their 2-hour, very successful volunteer lead event.
b. Moved 7 yards of mulch at The Bog above Community Park in 2 different restoration sites. Mulch was spread around trees and shrubs and for restoration site expansion.
c. Moved 8 yards of mulch while sheet mulching at Mountain Ave Restoration Site by placing 750 square feet of cardboard sheets and covering it with 8 yards of mulch.

***5) Park maintenance:***

a. Snoqualmie Point Park: Maintained all landscape beds and center median after spring burst of growth. Cut back all bushes with thorns from pathways.

***6) Work Area and Tool maintenance:***

a. No work area/tool maintenance completed this month.

***Merritt Pond:*** Completed 595 feet of fence repair to include the replacement of 2 posts and 4 sections of rail and chain link stapled to rails throughout the pond.



***Swing Pond:*** completed 1110 feet of fence to include: Replaced 6 posts and 9 sections of rail, gate post repaired, chain-link stapled.



# Police Department

**Brian Lynch, Interim Police Chief**
34825 SE Douglas St. | PO Box 987
Snoqualmie, Washington 98065
(425) 888-3333 | blynch@snoqualmiewa.gov

## July 2023

### Calls for Service

| | June 2023 | July 2023 | July 2022 |
|---|---|---|---|
| Snoqualmie | 617 | 585 | 557 |
| North Bend | 647 | 412 | 400 |

### Average Response Times (in minutes & seconds)

| July | Priority 1 | Priority 2 | Priority 3 |
|---|---|---|---|
| Snoqualmie | 7:43 | 2:37 | 7:50 |
| North Bend | 5:14 | 2:43 | 7:08 |
| **June** | | | |
| Snoqualmie | 2:45 | 6:17 | 8:01 |
| North Bend | 4:30 | 4:16 | 11:51 |

Priority 1: Weapons Offense
Priority 2: Calls that require immediate response that could result in death if not responded to.
Priority 3: High priority but not an immediate threat.

| June | Thefts | Vehicle Prowls | Vehicle Thefts |
|---|---|---|---|
| Snoqualmie | 7 | 2 | 2 |
| North Bend | 23 | 4 | 3 |
| **May** | **Thefts** | **Vehicle Prowls** | **Vehicle Thefts** |
| Snoqualmie | 9 | 9 | 1 |
| North Bend | 33 | 9 | 2 |

### Year to Date Theft Comparison

July 1 - 31

| Snoqualmie | 2023 | 2022 |
|---|---|---|
| Thefts | 6 | 16 |
| Vehicle Prowls | 12 | 12 |
| Vehicle Thefts | 1 | 1 |

| North Bend | 2023 | 2022 |
|---|---|---|
| Thefts | 15 | 24 |
| Vehicle Prowls | 0 | 8 |
| Vehicle Thefts | 1 | 0 |

### Crisis Intervention Contacts

July 1 - 31

| | 2023 | 2022 |
|---|---|---|
| Snoqualmie | 30 | 6 |
| North Bend | 13 | 2 |

### Items of Importance

**Command Staff –** Vacancies: Captain, Admin Sergeant.
**Hiring –** 4 openings – 1 officer recruit graduated from the academy July 27th – 3 candidates given conditional offers, passed polygraphs, and are in backgrounds – 1 lateral hire in FTO – 1 officer who had separated from the department now returning.
**Administrative Staff –** Vacancies: Administrative Coordinator.

### Mental Health Professional Contacts

July 1 - 31

| | 2023 | 2022 |
|---|---|---|
| Snoqualmie | 24 | N/A |
| North Bend | 11 | N/A |

### Community Events

August 1 – National Night Out
August 7-13 – Boeing Classic Golf Tournament
August 12-13 – Festival at Mt. Si
August 13 – Tunnel Marathon